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## The Solicitors' Journal.

LONDON, AUGUST 5, 1871.

"THE CROWN" has a right, as it seems, to forbid the public the privilege of entering into the Royal parks, though persons once inside the parks cannot be turned out without notice that the usual license has been withdrawn; and a political meeting in one of the parks is unlawful in the strictest sense if it takes place after an announcement from the Crown that it is not to be permitted. But Trafalgar-square is another place entirely, and the question of meeting in Trafalgar-square depends on other considerations. There is an enactment directed against the holding of meetings within a mile of Westminster Hall for the preparation of a petition to Parliament, but it turned out that the people who got up the late meeting in Trafalgar-square did not meet for a petition to Parliament and so their meeting could not legally be prohibited beforehand; and unless they committed breaches of the peace, or unduly obstructed traffic at the time, could not be legally interfered with then.

THE ADJOURNED DEBATE in the House of Commons, on Sir Roundell Palmer's motion in favour of the scheme of the Legal Education Association, is not, it seems, to be resumed. The order for the adjourned debate was withdrawn this week, and so, as far as Parliament is concerned, the matter is shelved for what remains of this session. But the introduction of the subject will have done its work if it brings about on the part of the Inns of Court a voluntary amelioration of their educational system, especially in the all important matter of compulsory examinations for bar-students.

THE BALLOT BILL continues to be pressed on; the last clause was reached in committee on Thursday, and it seems probable that the new clauses may have been disposed of by the time our issue of this day reaches the hands of our readers. A Ballot Bill is not the kind of measure we should select for pushing on against time; but we must hope that if the bill should succeed in scrambling into law before a prorogation of Parliament, its sections may not turn out next year to be full of blunders in consequence of its hurried enactment. Few, if any, measures have offered such opportunity for discussion of minute details, and some of the sections have been cut about in committee after a fashion which has been occasionally found to necessitate an amending Act in another year. The third clause, with its large number of sub-sections, providing for the manner in which the secret voting is to be done, offered a great mark for amendments descending to the very utmost minutiae, and when at length, after being in the mill several days, it reached last week the final stage of the motion that the clause, as amended, be agreed to, there came in the general refrain or chorus which is sung as opportunity offers throughout the performance, and the opponents of the principle striking up the old familiar tune, the general arguments against the Ballot were again rehearsed. Mr. Bentinck's proposal to leave open voting allowable to the voter who prefers it, also

involved the main issue and would, if carried, have been fatal to the principle of the measure, which is that none shall be allowed to betray the voting of others by affording direct evidence of his own voting. One of the sub-sections of this clause, as amended by Mr. Goldney, provides that a vote is to be nullified if, in the opinion of the returning officer, there are any marks upon it which would lead to the identification of the voter. This provision without, more, seems to commit to returning officers a very dangerous amount of discretionary power, and subject to no sort of control. The fourth clause provides for the manner in which votes are to be tendered, and one important modification was made at the instance of Mr. W. H. Smith—viz., the omission of that part of the clause which provided for the voting of persons whose claims to vote had been rejected by the revising barrister; in this respect the bill is now assimilated to the bill of last year. As every one knows, under the existing law, any person struck off by the revising barrister may tender his vote, and in the event of a scrutiny, the barrister's decision is reviewed. Last year's bill rendered a scrutiny possible by a very ingenious method of counterfoils, but in this year's bill the scrutiny is abandoned. Without a possibility of scrutiny, the admission of the persons struck off by the revising barrister can only be provided for by identifying their votes by marked papers. This provision, however, is now struck out, and the measure is, therefore, deficient in this respect.

The proposal to permit the use of voting papers in the cases of illiterate persons, &c., and, under certain circumstances, to officers of mercantile marine, would have been direct inroads on the object of the measure; several proposals of this kind have been perseveringly made, but were very properly rejected. There seems no reason why the election judges rather than the Secretary of State should be burdened with the framing of regulations respecting the publication of the result of the poll. Mr. Newdegate's proposal to this effect was, however, withdrawn. On Monday last the clause in prohibition of meetings in public houses was under vigorous discussion for four hours, and, after the manner in which the committee hacked it about, it would hardly be surprising if it proved unworkable.

A DISCUSSION UPON the legality, in a constitutional sense, of the late proceeding by Royal warrant has been raised by the debate in the House of Lords of Monday last. Lord Romilly in his speech on the Duke of Richmond's motion argued that the late proceeding was *ultra vires* the Royal Prerogative, and his argument was grounded on the old principle that the Prerogative should not be exercised to the detriment of the rights of private subjects. But that argument presupposes that there were any "rights" to be derogated from in the case. We cannot see any illegality in the matter, though we do see some inexpediency.

A VERY SAD MISHAP occurred on Sunday last, which deprived the profession of one of its most valuable members; Mr. E. W. Field, the senior partner in the firm of Field, Roscoe, Field & Francis, of Lincoln's Inn Fields. Mr. Field, in company with Mr. Osbaldeston, the common law managing clerk of Field & Co., and another clerk, Mr. Ellwood, who had been many years with the firm, had left Cleve, on the Thames, near Goring, in a sailing boat which Mr. Field had owned for some years, and in the management of which he was exceedingly expert. When the party had reached a point a little beyond Moulshord Ferry, about a mile and a half from Mr. Field's house, the boat was capsized by a sudden squall of wind from the Berkshire shore. Mr. Field and Mr. Ellwood, who were both fine swimmers, were drowned, but Mr. Osbaldeston when on the point of sinking was saved by two gentlemen rowing a light gig. The bodies of Mr. Field and Mr. Ellwood were not recovered until an hour and a half had elapsed, although great exertions were made. When at length the bodies were recovered, medical aid was at

once in attendance, but it was, of course, too late. Mr. Field, who was secretary to the late Law Courts Commission, was one of the ablest and most honourable members of the profession. He was the intimate friend of the late Lord Justice Rolt—indeed, to his friendship, next to his own merits, Sir John Rolt may be said to have owed his success in attaining practice.

#### "AMALGAMATION" AND "NOVATION."

When the question respecting the position of policy holders in these "amalgamated" companies was first agitated, we expressed an opinion that in the general case the payment of his premiums by the policy holder to the new company would be regarded by the Court of Chancery as indicative of an abandonment of his claim on the old company, and acceptance of the substituted liability of the new. Some of our readers dissented strongly from this view, while others supported it, and considerable space in our columns was taken up with the correspondence on the subject. Looking back now over the subsequent decisions on the matter, including the important award rendered by Lord Cairns in *Kennedy's case* (reported in our Albert Arbitration reports in another column), we have the satisfaction of seeing that our view proves to have been the right one. Let us glance at the principal authorities; to cite every one would be a waste of our own time and the readers', when the principles can be obtained from a few leading cases.

Among the first important cases, which came on for decision upon claims on the old companies, was the well known annuity case of General Pott (*Re Family Endowment Society, Ex parte Pott*, 19 W. R. 266), in which the annuitant was held still entitled to his claim on the old company. An annuitant's claim is, of course, a very different thing from a policyholder's, and, inasmuch as a man who has to receive money will make no scruple of taking it from anyone who offers it, while a man who has to pay may be expected to think twice about the character of a party coming forward to receive—a decision on the effect of reception of an annuity from the Albert Company, by no means decides the corresponding question as regards payment of premiums. However, the judgment of the Lord Chancellor was thought indicative of a readiness to regard payment of premiums to the Albert, as not militating against claims on the old company; and the judgment, undoubtedly, was expressed so as to form the supposition. Subsequent cases settled that this was not the view to be taken by the Court. In *Blond's case* (18 W. R. 370, L. R. 9 Eq. 316), there was the additional fact that the policyholder had allowed the new company's endorsement to be placed on his policy, which placed the matter beyond doubt, and V. C. Malins, holding that the endorsement was not to be regarded as a mere guarantee, treated it as discharging the old company. However, in *Fleming's case* (18 W. R. 398, L. R. 9 Eq. 306), the same Vice-Chancellor had the simple case before him, and the policyholder having paid his premiums for thirteen years to the Albert Company, was regarded as having by acquiescence adopted the new company and discharged the old. Then followed the case of *The Times Company (Nunneley's case)*, 18 W. R. 559, L. R. 5 Ch. 381, in which Lord Justice Giffard, affirming V. C. James, held the policyholder to have adopted the liability of the new company, and thereby discharged the old—and the *Anchor Company (Heron's case)*, 18 W. R. 1183, in which the Lord Chancellor, affirming the same judge, gave a similar decision. The result of these two decisions is thus, summed up by Mellish, L.J., in *Spencer's case* (19 W. R. 494).

"Those cases, as it appears to me, do establish, as a general rule, that where on amalgamation of two companies, notice is given to a policyholder of the fact of the amalgamation, and in substance notice is given that he has his election, whether he will choose to take a policy or liability of the new company in lieu and instead of the policy of the

original company who were liable to him; even although he does not in terms assent to the novation by taking out a new policy, or by having his existing policy endorsed, or by entering into an express agreement; yet, if you find him acting upon it, and taking the benefits which he could only be entitled to receive, upon the assumption that he had agreed to take the liability of the new company in lieu and instead of the old one, that will be evidence on which the Court may find, and, unless there is something to contradict it, ought to find, that he has agreed to take the liability of the new company, instead of that of the old one."

Yet, as Mellish, L. J., says, there may be "something to contradict" this presumption arising from the payments of premiums to the new company. If the policyholder can show,—either that he did not know the transaction which had taken place between the two companies (as in the *Manchester and London Life Assurance Company's case*, 18 W. R. 1185, L. R. 5 Ch. 640) in which Lord Hatherley held that receipts in which the name of the new company was joined with that of the old, did not fix the policyholders with notice,—or, which comes to the same thing, can show directly that the payments made by him to the new company were made as to agents authorised by the company to receive on their behalf,—if he can show this, he gets round the *prima facie* effect of his payments to the new company, and establishes that he never adopted the new or released the old. But, as Lord Cairns says in the case reported this week, the payment of the premiums to the new company throws on the policyholder the onus of showing that he paid them as agents for the old company. In *Wood's case* (another of the Albert Arbitration awards, reported *ante* p. 693) the policyholder paid under protest and thus saved his claim on the old company. In *Griffith's case* (19 W. R. 97) the agreement between the two companies expressly provided that the premiums of policyholders who did not accept the substituted liability of the new company should be received by the new company on behalf of the old, and Griffiths, having declined the endorsement of his policy, was held, upon the terms of the correspondence which took place, to have signified no assent to the substitution.

It will be remembered, however, that in mutual societies and in cases where the policyholder is also a shareholder in the old company, it may not be open to him to hold aloof from the arrangement as a non-partner could. *Stephens' case* (18 W. R. 725) is an instance of this in a mutual society; and it was held there that the assured was bound, as between himself and the other mutual policyholders, by the arrangement made. *Fleming's case* (19 W. R. 663) is rather different. Fleming had become a shareholder in the new company, and had executed the deed of settlement, which recited the "amalgamation" of the old company in which he was insured. The Lords Justices held at once that he could sustain no claim against the old company.

As Lord Cairns observes in the case reported this week,—the contract of insurance is a very peculiar one. The assured may drop the assurance at the end of any year, by discontinuing his premiums, but the assuring company is, on the terms of the bargain, to keep itself always ready to continue the assurance if the assured chooses to pay for it. Many of the arguments against the "novation" principle which were brought forward some time ago by correspondents both in our columns and in those of our daily contemporaries, were founded in the mere harshness of the matter. The assured, it was said, had bargained with the X. Company that they should insure him as long as he paid them, and it was not the same thing to turn him over to the Y. company. Nor was it, but the question was, had the assured let them do so? Then it was asked, what was the assured to do? Clearly he could not make his company continue to carry on its business; he must accept that as his misfortune, and it was for him to consider how he could get the nearest and most satisfactory substitute for what he bargained for. He might do as Mr. Wood did (*supra*), keep

alive his claim on the old company by making it clear that he did not recognise any substitution; or, he might wind up the old company and carry in a claim. Lord Cairns suggests the possibility of another course. Under certain circumstances also he might, on the principle of *Aldebert v. Leaf* (12 W. R. 462), obtain an injunction restraining the directors from transferring the assets. But the discussion of these alternatives must be postponed till a future occasion, as our limit of space is already reached.

#### PARTIAL SPECIFIC PERFORMANCE.

The recent decision of the Master of the Rolls in *Merchants' Trading Company v. Banner*, 19 W. R. 707, L. R. 12 Eq. 18, induces us to offer a few observations on the familiar principle which actuated the Court in deciding this case, viz., that the Court will not in general enforce any part of an agreement, where the whole is incapable of being specifically enforced (*Gervais v. Edwards*, 2 Dr. & War. 80).

The contract in *Merchants' Trading Company v. Banner*, was a shipbuilder's contract to alter a vessel in accordance with a specification. There was a proviso superadded, to the effect that in the event (which happened) of the shipbuilder failing to perform the contract, the owners of the vessel should be at liberty to enter his yard with their workmen, and complete the alterations. This contract was one which from its nature could not be specifically enforced as a whole, owing to it being impossible for the Court to superintend it; and, therefore, the Master of the Rolls held that, because the contract could not be enforced as a whole, the particular stipulation that the plaintiffs should, in the event which had happened, be at liberty to enter with their workmen and complete the vessel, could not be enforced by the device of restraining the shipbuilder's trustee in bankruptcy from selling the yard, wherein the ship lay.

The above contract was one of which the Court could not possibly superintend the execution. It is a settled rule (with the exception to be noticed presently) that if an agreement is of such a nature that it cannot be specifically enforced, the Court will not import a negative so as to be a foundation for an injunction, but will leave the plaintiff to his remedy at law (*Lumley v. Wagner*, 1 D. M. G. 622). This is so, as we have already said, where the Court cannot see to the execution of the whole agreement, either because it cannot superintend its performance (*Johnson v. Shrewsbury and Birmingham Railway Company*, 3 D. M. G. 914), or because it is too vague and uncertain to be performed (*South Wales Railway Company v. Wythes*, 3 W. R. 133, 5 D. M. G. 80). In such cases the Court will not sever the entire contract and enforce specific performance of it in effect by restraining the defendant from a breach of it, but will leave the aggrieved party to his remedy at law.

*South Wales Railway Company v. Wythes* (sup.) was a suit against a contractor for the construction of a branch line of railway. The contract provided that the plaintiff company should acquire the land within a reasonable time and build the stations; that the contractor should give his bond to the amount of £50,000 to secure the performance of the contract, and undertake to execute the works for the line of railway, according to the terms of a specification, to be prepared by the company's engineer; that the company should work the line in a reasonable and proper manner; and that any of the details of these arrangements, in case of difference, should be determined by a referee, to be appointed by the Solicitor-General for the time being. It was held, on demurrer, that this agreement was too vague, uncertain and obscure, to be enforced; and that the part as to the execution of the bond could not be enforced apart from the rest, being merely an incidental and subsidiary part of the agreement.

In *Peto v. Brighton, Uckfield, and Tunbridge Wells Railway Company* (11 W. R. 874, 1 H. & M. 468) the

contract was to construct the defendant company's line of railway at a certain price, to be paid in shares and debentures. The defendant company repudiated this agreement, so that the line was not constructed by the contractor, and on his moving the Court to restrain the directors from parting with the shares which would have been applicable for the payment of the plaintiff under the foregoing agreement, Vice-Chancellor Wood held that, as it was beyond the power of the Court to make the plaintiff complete his part of the contract, although he offered to complete it, the defendant company ought not to be restrained from parting with the shares in question. Again, in *Brett v. East India and London Shipping Company* (12 W. R. 596, 2 H. & M. 404) where a company had agreed to employ the plaintiff as their broker, and there was a stipulation that his name should appear jointly with that of the secretary in all the advertisements of the company, the Court refused to restrain the company from using advertisements in which the name of the plaintiff did not appear, for that the Court could not compel the plaintiff to act as the broker of the company.

The object of the plaintiff in the foregoing case was to get the Court to import a negative quality into the agreement so as to be a foundation for an injunction. It is settled, however, that this will not be done where the stipulations sought to be enforced are subsidiary to the whole agreement, unless the whole agreement is capable of being enforced. (*Paris Chocolate Company v. Crystal Palace Company*, 3 Sm. & Giff. 119.) The rule in *Lumley v. Wagner* (1 D. M. S. 604), according to Vice-Chancellor Wood in *Peto v. Brighton, Uckfield, and Tunbridge Wells Railway Company* (sup.), is, that where the contract can be split into two separate and independent portions, and the negative part is of such a nature as to be enforceable, the Court, though it cannot enforce the positive part, may enforce the negative part, and thus arrive at practically the same result. But these are cases of an exceptional character.

In *Lumley v. Wagner*, the contract was to sing at the plaintiff's theatre, and not to sing at any other theatre, during the period of the engagement. The lady clearly could not be compelled to sing at Mr. Lumley's theatre, but she could be restrained from singing at any other theatre, and that is what was done. And where the agreement contained no stipulation that the actor would not perform at any other theatre, the Court imported one, and restrained the actor from acting at any other place than the plaintiff's theatre during the ordinary hours of performance there. (*Webster v. Dillon*, 8 W. R. 867.) The negative part of an agreement however will not be enforced, if it be merely subsidiary to or incidental to the affirmative part, unless the affirmative part is such as to be capable of being specifically enforced. (*Hills v. Croll*, 2 Ph. 60.) It may be inferred from what fell from the Master of the Rolls in *Merchants' Trading Company v. Banner* (sup.) that there is no disposition whatever on the part of the Court to apply the principle of *Lumley v. Wagner*, unless where the part sought to be performed is essentially of a separate and distinct character. If it be not, but is really a part of the contract itself, the Court will not, according to the Master of the Rolls, specifically perform the contract piecemeal, but it must be performed in its entirety if performed at all: and where the Court cannot perform it in its entirety, neither can it perform any particular portion of it. In *Hamilton v. Hector*, 19 W. R. 990, the Lord Chancellor, by analogy to the principle of *Lumley v. Wagner*, enforced against a father a stipulation respecting his children spending part of their holidays with their mother (from whom he was separated).

The stipulation in *Merchants' Trading Company v. Banner* that, if the shipbuilder refused or neglected to fulfil the contract, the plaintiff company might enter and complete the alterations of the vessel, looks, we must confess, very like a distinct and separate stipulation, superadded to the original contract. But, even if it was

a distinct and separate stipulation, as was argued by the plaintiffs' counsel, it was considered to be too vague for the Court to perform it. For this reason, no less than because the entire contract could not be performed, relief was refused, and the plaintiffs were left to seek in the Court of Bankruptcy such relief as on the principle of *Ex parte Anderson* (15 W. R. Ch. Dig. 10, L. R. 5 Ch. 473), the Court of Bankruptcy might have jurisdiction to give them.

The difficulty in determining whether a part of an agreement is sufficiently distinct and separate from the main agreement, to come within *Lumley v. Wagner*, where the main agreement is incapable of being specifically enforced, is shown by *Ogden v. Fossick* (11 W. R. 128), where the agreement was to let a property to the plaintiff, who engaged in return to employ the personal services of one of the lessors in the business, to be carried on upon the property. Agreements for personal service cannot be enforced (*Pickering v. Bishop of Ely*, 2 Y. & C. C. 249), but Vice-Chancellor Wood thought that he could split this agreement into two parts, and decree specific performance of the agreement to grant a lease; but of the agreement to grant a lease; but on appeal, the Lords Justices were of the contrary opinion. *De Mattos v. Gibson* (4 D. & J. 276) is another instance of the same difference of opinion, though in deciding that although a court of equity cannot compel specific performance of a charter-party, yet it will restrain the employment of the vessel in a different manner, whether expressly or impliedly forbidden, Lord Chelmsford, C. went on the principle that a vessel under a charter is to be regarded as a chattel of peculiar value to the charterer. This case, then, must be taken to have been decided rather on the ground of hardship—much as in *Holmes v. Eastern Counties Railway Company* (3 K. & J. 675), where the Court, somewhat unwillingly, it would seem, on account of the irreparable damage which must otherwise ensue to the plaintiff, restrained the company from evicting him from the bookstalls at the stations along the line of railway, though his license to sell books at the stations was quite incapable of being specifically enforced.

In *Morris v. Colman* (18 Ves. 437), the defendant, who had covenanted not to write dramatic pieces for any other than a particular theatre, was restrained according to the terms of the covenant. This was in effect an order for specific performance, and, according to the Master of the Rolls, was decided on the ground of the partnership which subsisted between him and the plaintiff Morris—i.e., they were engaging for the talents of each other. The case is therefore, like *Lumley v. Wagner*, an exceptional one, and not to be regarded as touching the real principle which we have stated above, that the Court will not enforce any part of an agreement, unless the whole be such as the Court can enforce.

## RECENT DECISIONS.

### PRIVY COUNCIL.

PROPERTY ACQUIRED BY CORPORATION BY ACT ULTRA VIRES—PARTNERSHIP PROPERTY PASSING BY ASSIGNMENT OF ONE PARTNER—ESTOPPEL.

*Ayers v. The South Australian Banking Company*, P.C. 19, W.R. 860.

This case, which was an appeal from the Supreme Court of South Australia, turned very much upon the construction of a Colonial Act enabling proprietors of sheep to give a lien upon the next clip of wool without giving possession. There were, however, some points discussed and decided of more general importance. The instrument, by which the lien under the Act was created, was made out in the name of and executed by one partner only of a firm, but it was in fact done with the assent of the other partners, and was intended to apply to their interest in the wool as well as his own. It was

held that this would be sufficient to create a good equitable charge on the partnership property independently of the Act, and that by the Act this equitable charge became a legal one. Further, it was said that as the other partners assented to the creation by the one partner of alien over the wool as if it had been entirely his own, they would have been estopped, as against persons making advances on the strength of the lien, from denying that the lien was effectually created; and also that the assignees in bankruptcy would have been similarly estopped.

Perhaps, however, the point of most general application involved, was that arising out of the charter of the respondent banking company, the plaintiffs in the action of trover. This charter contained a clause that it should not be lawful for the bank to lend money on the security of merchandize, or deal in goods, wares, or merchandize. The Judicial Committee did not decide whether the transaction in question came within this clause; but, assuming that it did, held that the clause would not prevent the property passing to the corporation, so as to defeat them upon the plea of not possessed. The decision proceeded principally upon grounds of convenience. To hold otherwise would certainly have been to make the doctrine of *ultra vires* more inconvenient than it is already. The tendency of recent cases has been rather to restrict the operation of the doctrine, and not to apply it so widely as it was laid down in some cases (see, for instance, *per Tindal, C.J.*, in *East Anglian Railway Company v. Eastern Counties Railway*, 11 C. B. 809). The present seems an instance of this. If the doctrine were to be fully carried out, it would seem that whatever the form of the instrument purporting to convey property to the corporation, yet that no property would pass without the assent, either express or implied, of the corporation, and, it being *ultra vires* of the corporation to assent, it would seem that there could be no such assent, either express or implied. It is true that authorities are to be found to the effect that property is to be taken to pass to an assignee until he dissents, but this is only founded upon the presumption that he does assent, which presumption is made until the contrary appears. This presumption, it might be thought, could only be made where there was power to assent, as a man can scarcely be presumed to do that which he has no power to do. Thus, if the doctrine were applied logically to its full extent, it would seem that no property would pass to the company in the case supposed. The consequence, however, as pointed out by the Committee, would be so inconvenient, that it is satisfactory that they were able to come to the opposite conclusion.

### COMMON LAW.

COUNTY VOTE.—MORTGAGE TO BUILDING SOCIETY.

*Rolleston v. Cope*, C.P., 19 W. R. 927.

This is a case of considerable importance, as it settles the law in a point constantly arising in the registration courts upon which there have been contradictory decisions. The question was whether a mortgagor, paying annually to a building society according to his mortgage, a sum amounting to within forty shillings of the annual value of the premises, for interest and instalments of principal together, could vote as an equitable freeholder. The Court have held that he can do so, when his equity of redemption has become, by the amounts paid off the principal, of the value of 40s a year. The only difficulty experienced by the Court in coming to this conclusion was created by previous decisions. In *Opeland v. Bartlett*, 6 C. B. 18, and *Beamish v. Stokes*, 11 C. B. 29, the Court had held that the whole amount of the annual payments must be deducted as an annual charge, and not merely that part of the annual payment which was for interest. In neither of these cases, however, had the Court got the facts so found on the case as to enable them to value the equity of redemption. In the former case the barrister found as a fact that there was not the

requisite value; in the second he found the facts specially, but the case seems to have been one which, according to the rule now laid down, would have been just on the border line; probably from the figures given the claimant had just paid enough to get his vote, but if so he must have done so by anticipating the payments, as the case arose in the second year after he had executed the mortgage. In both these cases the Court undoubtedly gave (some-what unadvisedly) reasons for their decision which would be applicable to cases where the whole principal was almost paid off. In *Robinson v. Dunkley* (15 C. B. N. S. 478), however, this case arose. The claimant had paid off all the principal but £2, and would pay that in the year for which he claimed. As, however, the value of the premises was only £3 per annum, if the whole of the £2 was to be deducted the value would be insufficient. The revising barrister there found that the claimant's interest was worth more than forty shillings a-year, as it clearly was, and the Court allowed the vote. In this case, however, *Beamish v. Stokes* was not noticed by the Court in the judgment; and as the two cases are not easy to reconcile, revising barristers have been in some difficulty of late years as to which case to follow. In the year 1868 another case was stated, and the Court, after argument, were divided in opinion, and desired a second argument. No second argument, however, took place, as a new register had in the meantime replaced the register in reference to which the case was stated, and therefore the parties declined to incur further expense. It is satisfactory that the Court have now been able to give an intelligible decision on this point. It is certainly difficult to understand the earlier cases, and we believe the majority of revising barristers have for some time been in the habit of disregarding them, and deciding these building society cases upon the principle now laid down by the Court. Many, however, felt bound by the cases to decide against their opinion, and agents also have, in consequence of the cases, often omitted to make claims. There will, therefore, probably be a considerable number of claims by members of these societies at this registration.

## COURTS.

### THE ALBERT LIFE ASSURANCE ARBITRATION.\*

(Before Lord CAIRNS.)

June 1, 15.—*Re the Family Endowment Life Assurance and Annuity Society, Kennedy's case.*

*Life assurance company—Amalgamation of companies—Winding up—Policy—Novation of contract—Payment of premiums.*

K. was a participating policyholder in the F Insurance Company. In 1861 this company became amalgamated with the A Insurance Company. On the amalgamation a circular was sent to K. announcing the fact and also setting forth the advantages of being insured in the A Company. K. did not reply to the circular, but paid the subsequent premiums at the office of the A Company. The receipts given were receipts of the A Company. In 1869 both the companies were ordered to be wound up, and K. claimed to be a creditor of the F Company in respect of his policy.

Held that K. was a creditor not of the F Company, but of the A Company.

Where a policy holder pays his premiums to and accepts receipts from some company other than his contracting company, the burden lies upon him to account for the apparent irregularity by showing that these payments were made to, and these receipts given by that other company, acting as the agent of his contracting company. Otherwise no payment having been made to the contracting company, his original contract with that company will be deemed to have terminated.

The circular sent to K. instead of assisting to account for the irregularity, was held to have contained an offer, and to have

stated that the payment of premiums to the A Company would be held to be proof of the acceptance of that offer. Consequently the moment the premium was paid in the manner invited by the circular, the contract between K. and the A Company became complete, and the liability of the F Company to K. terminated.

This was a claim against the Family Endowment Society in respect of a participating policy issued by the society in 1844, and assuring payment of £600 on the life of Mr. Kennedy. In 1853 a bonus was declared by the society, and the addition to Mr. Kennedy's policy was £31 8s. 6d., thus making the total £631 8s. 6d.

In February, 1861, an agreement was entered into for the amalgamation of the Family Endowment with the Albert. This agreement contained the following stipulations:—

Clause 5.—All premiums and other sums of money after the said 1st of January, 1861, paid or payable upon or in respect of policies of assurance, or upon or in respect of endowments, grants, or engagements of the society in force on that day, shall belong to and be the property of the company, and all risks, engagements, and liabilities, upon or in respect of all such policies, endowments, grants, or engagements, and also all charges and expenses connected therewith, shall be borne and paid and satisfied by and out of the funds of the Company.

Clause 6. The society and the company shall respectively use their best endeavours to procure the several persons holding or entitled to policies, endowments, grants, deeds of covenant, or other engagements of the society (or of the said Empire Assurance Company) to accept in exchange or in renewal, policies, endowments, grants, deeds of covenant, or engagements of the company, and the company will, at their own expense on the application of the persons interested therein respectively grant, execute and deliver such substituted or renewed policies, endowments, grants, deeds of covenant or engagements, to the several persons willing to accept the same.

Clause 7. The holders of all such policies of assurance in the society, as would be entitled to participate in the profits of the society, and who shall accept in exchange policies of the company, or otherwise concur in accepting the engagements of the company, shall be entitled to participate in the profits of the company at the valuation and division of profits of the company, to take place immediately after this current year, and in every succeeding division of profits on the same scale and at the same rate as if such substituted policies respectively had been policies granted by the company on the day on which they respectively bear date.

Shortly after, the following circular was sent to Mr. Kennedy, and the other policy holders:—

"Family Endowment Life Assurance and Annuity Society, 42, New Bridge Street, London, E.C., March 16th, 1861. Sir,—I am instructed by the directors of this society to inform you that special general meetings, duly convened in accordance with the society's deed of settlement, and numerous attended, having, pursuant to the power contained therein, resolved unanimously to dissolve this society, and having further resolved unanimously to combine the business with that of the Albert and Medical Life Assurance Company, the affairs of the two will henceforth be carried on under the title of the 'Albert Medical and Family Endowment Life Assurance Company,' a prospectus of which I herewith inclose. In making this announcement it is right to inform you of the reasons, which have led to the course adopted, and the advantages thereby conferred upon the policy and contract holders of the society. Although many of the reasons will be evident upon consideration of the advantages obtained and hereafter referred to, it may here be stated that the leading or chief cause of the arrangement made has been the claims arising through the mutiny in India, which claims (not having been compensated by the Government as was expected, for reasons which need not however be alluded to here, would at least to some extent be have been done) have, notwithstanding the suspension of the Family Endowment Society's bonuses on their account in and from 1858, rendered it impossible to consider that a fair and legitimate bonus could be granted by the society at the end of the year, as expected by policy holders, and doubtful whether one could be declared for some time to come. This being the case, the directors, alive to the position of the society, and bearing in mind the expectations of assurers in regard to profits, became fully impressed with the importance and advantages of such a

\* Reported by Richard Murrack, Esq., Barrister-at-Law.

course as that which has been adopted, and after anxious consideration and negotiation, succeeded in perfecting the arrangements made, under which they have secured the following important advantages for the policy and contract holders of the Family Endowment Society:—First, the Albert Medical and Family Endowment Life Assurance Company have agreed upon payment to them of the premiums payable under the policies or contracts of the Family Endowment Society, to undertake the liabilities and engagements of those contracts. Second, the future security of the policy holders will be that of a highly respectable and powerful company, whose position, income, and progress are such as to render it proof against fluctuations which might seriously affect a less important institution. The position, income, and progress of the Albert Medical and Family Endowment Life Assurance Company are as follows. The accumulated assets exceed £650,000; the subscribed capital £500,000; the paid-up capital £145,000. The annual income from life premiums alone exceeds £250,000. The policy claims and bonuses paid amount to about £1,000,000; and the new business is progressing at the rate per annum of about £30,000. Third, the capital of £500,000 referred to in the preceding is practically rendered secure by being subscribed for by responsible and influential shareholders, six to seven times as numerous as those of the Family Endowment Society. Fourth, in consideration of the great saving of expenses and other advantages likely to arise out of the combination of the businesses of the two societies, it has been agreed and arranged that the with-profit life assurance policyholders of the Family Endowment Society shall participate in the profits of the combined company upon the same scale as if their policies had been policies granted by the combined company on the day on which they respectively bear date. In regard to the above excellent arrangement for policyholders, it may be stated that it is proposed to declare the next bonus after the expiration of the current year, at, in fact, the exact period which, but for non-compensated losses occasioned by the mutiny, a bonus would in all probability have been declared by the Family Endowment Society, and it must not be overlooked that the participating policies are to rank as though they had been original policies. It may be further stated that the Albert and Medical Company, established in 1838, has declared several bonuses which will compare well with those declared by other offices, and varying from 25 to 50 per cent. on the premiums paid. Fifth, the material part of the expenses of management of the Family Endowment Society, which will, as intimated in the preceding paragraph, be saved, must increase the future profits of the combined company, and thereby afford improved bonuses to the assured. In conclusion, I may add that it will not be necessary in any way to disturb the existing policies and contracts of the Family Endowment Society, but should any policy or contract holder particularly desire it, an indorsement of the admission of the liability of the Albert Medical and Family Endowment Life Assurance Company can be put upon the policy, or a new policy issued in exchange upon the terms and conditions of the old policy. Policies sent to me at this office to be so endorsed or exchanged will be acknowledged and will be duly attended to as soon as circumstances will allow.

EDWIN GALSORTHY,  
Actuary and Secretary."

After this Kennedy paid his premiums at the office of the Albert. The first receipt after the amalgamation was in the following form:—

"No. A. 4666. 12th day of September, 1861.  
The Albert Medical and Family Endowment Life Assurance Company.

Chief Office: 7, Waterloo Place, Pall Mall,  
London S.W.

Received the sum of seventeen pounds, nine shillings, being the yearly premium from the 6th day of September, 1861, for an assurance of £600 under policy No. 964 issued on the life of Thos. Kennedy. £17 9s.

JOHN GOSLING, Cashier.  
J. CROWDANCE } Directors.  
J. W. JOHNS }

No Receipt is valid unless signed by two of the Directors and countersigned by the Company's cashier or by an agent."

And in the margin was—"107 Life Receipt (1) F. E. Policy No. 964. Sum assured £600. Life Thos Kennedy. Premium £17 9s."

The subsequent receipts were in the following form:—  
"Albert Medical and Family Endowment Life Assurance Company.

7, Waterloo-place, Pall Mall,  
London, S.W.

Established 1838.

Received this — day of September, 1862, the premium for the renewal of policy mentioned in the margin hereof: the amount of which premium and the period for which it is received are also mentioned in the margin.

W. KING,  
R. WHITWORTH. } Directors.  
E. G. L. ANDERSON, Accountant."

And in the margin was "9090. Life Receipt. F. E. Policy, No. 964. Sum assured, £600. Life, Thos. Kennedy. Premium, £17 9s. Interest, £—. For 12 months. From 6 September, 1862."

In 1863 a bonus was declared by the Albert. There was now some dispute as to whether notice of the bonus was ever received by Kennedy. On the one hand the actuary in charge of the bonus department stated in his affidavit that a bonus notice was on this occasion sent to all the participating policyholders, including Kennedy. On the other hand Kennedy made an affidavit to the effect that he had never received any such notice, and had never known that the Albert had declared a bonus. On the 17th September, 1869, an order was made for winding up the Albert, and on the 29th November, 1869, the Family Endowment was ordered to be wound up.

*Westlake*, for Kennedy.—The receipts in this case are substantially in the same form as those in *Re Manchester and London Life Assurance and Loan Association*, L. R. 5 Ch. 640, 18 W. R. Ch. Dig. 64, and that case shows that merely from the form of receipts, and nothing more, no novation can be inferred. We do not come within the Lord Chancellor's reservation as to there being an "acceptance on Bartlett's part of the new company, if he had known all that had been done." With regard to the paragraph in the circular sent to Kennedy, stating that "the Albert Company have agreed, upon payment to them of the premiums payable under the policies or contracts of the Family Endowment, to undertake the liabilities and engagements of those contracts," this means that they had undertaken the liabilities by way of indemnifying the Family Endowment against them. Again, the circular says:—"I may add that it will not be necessary in any way to disturb the existing policies and contracts of the Family Endowment Society." I rely upon this as being inconsistent with any argument that the effect of paying premiums to the Albert, in pursuance of this circular, would be not only to disturb but to destroy the existing policy. There is no novation with the Albert, of the original contract with the Family Endowment. In *Re Family Endowment Society*, L. R. 5 Ch. 118, 18 W. R. 266. General Pott was held to be still a creditor of the Family Endowment.

[LORD CAIRNS:—That was the case of an annuitant. As to an annuitant, it is little matter what the document says, because, unless he consents by some act as high as his original contract, his right is untouched. With regard to a policy holder, is it a case of novation at all? Is that a proper term to use? I do not object to a word if we understand the same thing, but is the case of a policyholder the case of a novation? The case of a novation is the case of an existing contract with A, a proposal to change that contract before it is broken, and make it a contract with B, and then by a tripartite arrangement between A and B and the contract holder an agreement to that effect is come to. But now is not the case of a policyholder, who comes, as you do here, to prove his claim, something of this sort? The first step in his case is to show that he has paid to the proper party the premium which is to be the condition of the continuance of the policy. He comes forward and produces a receipt, not from the party named in the policy, but from somebody else, quite different. It may very well be that that person may turn out to be the proper agent of the person to whom the premiums ought to be paid, but does it not lie on the person, who produces a receipt from a different person, to show that he paid it to the different person as the agent, and that the different person received it as the agent of the person or of the company, to whom it was to be paid? In other words, it is a question whether you show that as to the old company, your contract is in existence at all, whether you have done the thing which would have kept it in existence.]

*Westlake*.—I show that by means of the circular. The conclusion to be derived from that circular is that, whether Kennedy consented or not, the Family Endowment would no longer be carried on as a separate business, but would be carried on at another office in combination with the business of another company. Kennedy did pay his premiums to his old debtor, because the circular gave him notice that by paying them at the office of the combined business, he was paying them by his old debtor's direction. As to the paragraph in the circular about the Albert undertaking the liabilities and engagements of those contracts, that may perhaps be read in two ways: first, it is a statement of the actual fact that as between the two companies the Albert undertook the liability by way of indemnity. But, if it be taken as a statement of the willingness of the Albert to undertake the liability to this particular creditor Kennedy, then it was an offer which was never accepted. The circular says that the premiums must henceforth be paid at a certain office; but if it meant to say that the Family Endowment would no longer be in a position to receive a premium at all, it ought to have said so distinctly. The circular is at any rate ambiguous, and Kennedy has a right to act upon that interpretation, which is consistent with the existence of the contract, unless notice was given to put an end to that contract. But it has been interpreted by the company itself. In letters written to a Calcutta newspaper by the agents of the Family Endowment, and in some other correspondence, there is a clear statement by the officers of the society of the construction put by them on the circular and the amalgamation agreement: this is to the effect that every shareholder would continue liable till the policyholders should choose to surrender their contracts, and that the junction of the two offices would in no respect affect their position otherwise than by depriving them of participation in the future profits. Moreover, clauses 5, 6, and 7 of the amalgamation deed show that it was contemplated by the companies themselves that all the policyholders would not go over to the Albert. The agreement is, therefore, similar to the agreement in *Re Medical Invalid and General Life Assurance Society, Griffith's case* (L. R. 6 Ch. 374, 19 W. R. 495), where there was an express provision for the policyholders who might not go over. As to the declaration of bonus by the Albert, Kennedy never knew anything about it.

[*LORD CAIRNS*.—I think in a case where a bonus has not been received, and where a witness merely speaks to his belief that a circular was sent, from its appearing in the books that a number of circulars were sent to particular people (for I suppose that that is the form, and that there is no specific entry with regard to Mr. Kennedy) and where the person to whom it was sent says that he never received it and never had a bonus, I should not be justified in imputing to him the receipt of that circular.]

*Westlake*.—The circular of the 16th of March, 1861, offered two alternatives—either to be transferred to the Albert, or to continue the existing policy. Kennedy did not accept the offer of the transfer to the Albert, and accordingly his policy was continued on the footing of the Family Endowment. But, if the circular were read as a statement that the business of the Family Endowment would cease to be carried on, and that consequently there would be no place for him to pay his premiums, would that give him any then present right of action? It was decided that it would not, in *King v. The Accumulative Life Fund and General Assurance Company*, 3 C. B. N. S. 151. Suppose Kennedy tendered his premium and they refused it, what right would he have?

[*LORD CAIRNS*.—I do not wish to express any opinion upon a point which I have not to decide, because I have quite enough to decide; but I say, hypothetically, that he might possibly have a right upon tendering the premium and it being refused, to insure himself in another office, and if the premium were higher, to recover the difference as damages. That might be so; I do not say that it would be so.]

*Westlake*.—In *Spencer's case* and in *Griffith's case*, no suggestion was made that the old contract had been broken through the payments to the old company having ceased. Both those cases were treated as cases of novation. This ought equally to be a question as to novation, and it is for the Family Endowment to make out the consent of Kennedy to the novation.

[*LORD CAIRNS*.—In *Griffith's case*, as I gathered, there were these two circumstances, which may or may not make an important distinction—one was that the policyholder

declined distinctly to sign the admission of the transfer of liability, when it was proffered to him, and the other was that the deed of amalgamation or transfer, or whatever it may be, made between the Albert Company and the Medical and Invalid Company, contained an express clause, authorising the Albert Company to go on receiving premiums as agent for the Medical and Invalid Company, where any one was unwilling to accept the substituted policy in the Albert Company. Those are two important circumstances.]

*Westlake*.—As to the first, the refusal of the policy holder to sign the assent is not more conclusive than the evidence of Kennedy as to the sense in which he paid the premiums. As to the second, the circular and the amalgamation deed taken together show that the new office was the place where those policyholders, who it was clearly contemplated might not come over to the Albert, were to pay their premiums.

*Eddis, Q.C.*, and *Rodwell* for the Family Endowment were not called on.

*LORD CAIRNS*.—This is a claim against the Family Endowment Society on a policy dated the 12th of September, 1844, for £600, on the life of Mr. Kennedy, a bonus of £31 8s. 6d. having also been added to the policy in 1853. The form of the contract of the company is of the kind usually found in such cases. The policy witnesses that in consideration of the premium of £17 9s. now paid by Kennedy to the directors, and in case Kennedy shall on the 6th of September, which will be in every succeeding year during his life, pay to the directors of the said society for the time being, the premium of £17 9s., the funds of the society shall be liable according to the provisions of the deed or deeds of settlement of the society to the payment of the sum of £600 to the executors, administrators, or assigns of Kennedy, upon the death of Kennedy, &c.

The character of a contract of insurance is somewhat peculiar. The premium having been paid on a policy of this kind for one year, during the course of that year nothing more remains to be done, either on the side of the insurer or of the insured; the insured may remain quiescent during the year; if he dies during the year, the liability of the company insuring arises, and the sum insured must be paid by the company to the executors of the person who has died; but after that year is at an end, the state of things is altered, it is entirely optional to the person insured whether he will pay any further premium. He may if he pleases let the policy drop, and the company have no means of compelling him to pay the premium. On the other hand, he may renew or continue the insurance; but in order to do this he must perform that which is pointed out in the policy as the condition precedent, namely,—he must pay to the directors of the society for the time being, the premium mentioned on the face of his policy.

In that state of things the premiums were paid by Kennedy to the directors of the Family Endowment up to the year 1861. In the months of February and March, 1861, the Family Endowment and the Albert made a contract of amalgamation by resolutions. I use the term amalgamation because it has been so frequently used in these cases, without pledging myself to the correctness of the expression or to its describing in the most felicitous way the nature of the contract; but every person knows what is intended by it in this case. On the 16th March, 1861, the Family Endowment Society sent to Kennedy a circular announcing the fact of the amalgamation, and I must refer to that circular. It is dated from the Family Endowment Office, New Bridge-street. It is in these words—[His Lordship read the circular.]

Now, it appears to me that nothing can be clearer than the meaning of this circular; no person of ordinary understanding could fail to apprehend exactly what it proposes. It proposes to give policyholders in the Family Endowment Society advantages greater than those which they already possessed, consequential upon their becoming persons insured in the Albert. They will have the chance of a better bonus, they will have the security of a larger capital, the business of the two companies will be managed more economically. If they like it, their policies will be endorsed, or new policies given; that is a mere matter of form. They are told the consequences will be the same if they remain with their policies undisturbed, they will in all respects be treated as if the policies had been issued originally by the Albert on the day they bear date. On the whole, that promise that the Albert would undertake the liability, and that these

benefits would accrue, is made conditional on this—on payment to the Albert of the premiums payable under the policies or contracts with the Family Endowment. Now, it appears to me that that was a clear and intelligible offer to the policyholders in the Family Endowment Society; they were not obliged to accept it, they might have taken steps, as was done in *Wood's case*, 15 S. J. 693, to maintain their position as persons insured in the Family Endowment Society, and to repudiate any proposal of a change, such as was made to them by this circular. Mr. Kennedy in no respect repudiated the offer made; he paid his premiums, which afterwards became due, not to the Family Endowment Society, but to the Albert. The difference in the form of the receipts is remarkable. The form of receipt on the 7th September, 1860, before the amalgamation, was that of an ordinary receipt, delivered out by the Family Endowment Society, headed by their name, and signed by two of their directors. On the 12th September, 1861, which was the day of the first payment of premiums after the receipt of the circular that I have read, the receipt taken by Mr. Kennedy is headed, "The Albert, Medical, and Family Endowment Life Assurance Company," at a different office, "Waterloo-place," instead of "New Bridge-street,"—"Received the sum of £17 9s., being the yearly premium from the 6th September, 1861, for an assurance of £600, under policy 964, issued on the life of Thomas Kennedy, £17 9s."—signed by two directors of the Albert, and countersigned by the cashier; with this statement that no receipt is valid unless signed by two of the directors, and countersigned by the company's cashier—the company being the only company spoken of, namely, the Albert. In the year 1862 the receipt is a little different in form. In the body of the receipt it is stated that the premium is received for the renewal of the policy, mentioned in the margin thereof, the amount of which premium, and the period for which it is received, are also mentioned in the margin. It is signed by two directors, and countersigned by the accountant of the Albert, and in the margin is, "Albert receipt, F. E. Policy, 164," sum assured so much, premium so much. Now, these receipts are clearly receipts of the Albert, they offer the discharge, as coming from the Albert, they refer to the policy by its original number, and in order to identify it, they add the letters F. E.—thus shewing that it was originally a Family Endowment policy. The receipt is, to all intents and purposes, the receipt of the Albert. If these and the subsequent receipts which are of the same kind, stood alone, it would be open to the person producing them to show that, although these profess to be the receipts of the Albert, yet the money was paid to the Albert on some footing which would make the Albert the agents of the Family Endowment Society, for the purpose of receiving premiums, so as to continue the liability of the Family Endowment Society; but it appears to me that the burden of explaining the apparent irregularity of the receipt, the apparent variance, the open variance between the receipt and the payment of the premiums, contemplated by the policy—the burden of showing this lies with the person who produces this receipt. So far from offering any explanation, Mr. Kennedy is obliged to confess that there passed before the payment, which is evidenced by these receipts, that transaction to which I have referred—namely, the sending to him and the receipt by him, of the circular which I have read. It appears to me that that circular containing an offer, and on the face of it stating that payment of the premiums to the Albert would be the proof, as it were, of the acceptance of the offer, the moment the premium was paid in the manner invited by that circular, the contract became complete between Mr. Kennedy and the Albert on the one hand, and the termination on the other hand, of the liability of the Family Endowment Society became complete for the want of the payment of any premium to them. Under those circumstances it appears to me that the liability of the Family Endowment Society is at an end. The policy is absolutely unrenowned with the Family Endowment Society, and an equitable contract for a new policy upon the same terms arises with the Albert Society, which subsequently received the premiums. I think, therefore, that Mr. Kennedy's claim as against the Family Endowment Society fails; he must rank as a policyholder in the Albert, and as his case has been chosen as a representative case, his costs will be provided for on that footing.

Solicitors, *Markby & Terry; Kennedy & Kempson.*

#### COURTS OF BANKRUPTCY.

(Before Mr. Registrar PERYS, acting as Chief Judge.)

August 1, 1871.—*Re Wood.*

*Execution for a sum under £50—Proof and liquidation petition.*

This was an application for an absolute injunction to restrain a creditor named Smith, from further proceeding in an action brought against the debtor, and in which he had recovered judgment.

On the 10th of May, Mr. Smith recovered judgment against the debtor in one of the superior courts for a sum of £49; and on the 12th, he caused an execution for that amount to be levied upon the debtor's effects.

On the 7th of June, the debtor presented his petition for liquidation by arrangement; and on the 30th, at the first meeting held under the petition, a proposal was made (which was afterwards confirmed) for payment of a composition of five shillings in the pound. At this meeting, Mr. Smith proved his debt, and voted against the resolution put to the meeting.

On the 11th of July, an interim injunction was granted, restraining Mr. Smith (with others) from further proceeding against the debtor; and notice was given of application to continue, but at the time appointed no one appeared in support of the application, and no further injunction was granted.

The sheriff thereupon proceeded to sell, and the present application by the trustee followed.

*Reed*, in support of the application.—The ground of this proceeding is that the creditor, having come in under the liquidation and proved his debt, is barred from any further remedy against the debtor's assets. By electing to prove, a secured creditor abandons any security he may have; and the doctrine to that effect is well established.

*R. Griffiths*, for the execution creditor, contended that the doctrine of election had no application to proof under petitions for liquidation; there was no re-enactment of the old law in this respect. According to *Slater v. Pinder* (19 W. R. 778), a judgment creditor for less than £50, who levied an execution before notice of an act of bankruptcy, was entitled to the fruits of his judgment.

This decision has since been confirmed by the Lord Chancellor and Lords Justices, in *Ex parte Rock v. Hall* (noticed 15 S. J. 705).

*Bagley*, for the Sheriff.

Mr. Registrar PERYS.—In this case the trustee is entitled to an absolute injunction. I base my judgment simply on this—that the creditor, having elected to prove his debt under the petition for liquidation, is thereby deprived of his security. Mr. Griffiths says there is no re-enactment of what he seems to admit was the old law, but the doctrine as to election is well known, and there is nothing in the new law to affect it. Under the old law, if a landlord came in and proved, even inadvertently, he relinquishes his security. My decision goes entirely upon that point. The injunction will be perpetual, and there will be no order as to costs, except that the sheriff be paid his costs out of the estate.

Solicitors for the trustee, *Walter & Moojen.*

Solicitor for Mr. Smith, *A. D. Smith.*

Solicitors for the sheriff, *Abbott & Co.*

#### APPOINTMENTS.

The Right Hon. RUSSELL GURNEY, Q.C., Recorder of the City of London, has been appointed, by her Majesty's Government, to be one of the Joint High Commissioners to settle the legal details of the Treaty of Washington.

Mr. THOMAS CHAMBERS, Q.C., M.P. for Marylebone, and Common Serjeant of the City of London, has been appointed, by the Court of Common Council, to act as Deputy Recorder of the City, during the absence of the Right Hon. Russell Gurney, while employed under her Majesty's Government.

Mr. WOODFORD FROOKS, barrister-at-law, has been appointed, by the Recorder of Bristol (Mr. Montague Bere, Q.C.), to be Deputy Judge of the Tolzey Court of that city, in the room of the late Mr. J. D. Wadham. Mr. Frooks was called to the bar at the Inner Temple in January, 1844, and

is a member of the Western Circuit, practising at Bristol, and at the Dorset sessions.

Mr. THOMAS DANGER, solicitor, of Bristol, has been appointed, by the Bristol Town Council, to be Clerk of the Peace for that city, which office was rendered vacant by the death of Mr. J. D. Wadham. Mr. Danger was admitted in 1836, and is a member of the Metropolitan and Provincial Law Association.

Mr. GEORGE WADHAM, solicitor, of Essex-street, Strand, London (firm, Smith, Guscotte, & Wadham), has been appointed by the High Sheriff of the City of Bristol (Mr. John Fisher) to be his Undersheriff, in succession to his brother, Mr. J. D. Wadham, deceased. Mr. G. Wadham was certificated in 1862.

Mr. JAMES WITHERDEN MENPES, of Maidstone, Kent, has been appointed a Commissioner to administer oaths in Chancery.

### GENERAL CORRESPONDENCE.

A.C.—We believe the case will be reported as early as possible; but there is a heavy press of cases just now, and at this time of year, papers and shorthand notes are not always to be had immediately.

### PARLIAMENT AND LEGISLATION.

#### HOUSE OF LORDS.

July 28.—*The Course of Public Business.*—Lord Cairns called attention to the unexampled state of public business in the other House. Fifty-five House of Commons bills were waiting to be dealt with, and the House of Lords having sent down eighteen public bills, there remained on the eve of the 1st of August seventy-three public measures waiting for consideration, in addition to votes on the three great classes of the Estimates. The Ballot Bill, which had been opposed by previous Liberal Governments, could not claim to be exceptionally dealt with on any ground of urgency, when no general election was likely to be held. That bill could hardly leave the other House in less than a fortnight, and, as the Prime Minister himself had said, it was impossible for such a bill, abounding as it did in details to receive due consideration from their lordships in the middle of August. After reviewing the Government law bills and other measures which, he said, were quite as important as the Ballot Bill, but which had been put aside for it, he asked for explanations relative to the proposal of an adjournment of the House of Lords until the autumn. The adjournment did not rest either with the Crown or the Government, it being the privilege of both Houses to regulate their own adjournments. If the public interests required, their lordships would be ready to sacrifice their personal convenience; but he argued that there was no necessity for departing from the custom of proroguing in the early part of August. —Lord Granville admitted that the state of public business in the other House was not wholly satisfactory, but this was partly owing to the unusual character and persistency of the opposition to the Army Bill and the Ballot Bill. The Government had announced some time ago that it would be its duty to press the latter measure to a definite result. The Government could not release itself from this pledge. With regard to the autumn adjournment, the Government had expressed no opinion, but thought it desirable that their Lordships' views should be ascertained. Precedents might be found for an autumn adjournment, and he quoted instances in which important measures had been considered by their Lordships late in August, and even in September. The strain and pressure of work were less in the House of Lords than in the other House. He said he always protested, as a view undesirable in their Lordships' interests, against the doctrine that at a certain fixed season of the year they were to refuse to consider important measures which, from the distribution of business, could not possibly come up at an earlier period. The Ballot Bill had been thoroughly ventilated in debates which had lasted a month, and, as their Lordships never gave more than a few days to a bill which had undergone such careful revision by the other House, they would scarcely hesitate to make this sacrifice of their personal convenience in the case of a measure in which the country took so great an interest.

*The Protestant Electoral Union—The "Confessional Unmasked" Prosecutions.*—Lord Orammore called attention to the cases of Mackie, Steel, and Murphy, and premised that he was not connected with the Union, and only desired equal justice for all organisations. Mackie had been sentenced to three months' imprisonment, and to twelve months' further imprisonment in the event of not finding sureties, for the distribution of "The Confessional Unmasked." It was doubtful whether the jury who convicted him had been legally sworn, and they were directed by the Chairman of the Hants Quarter Sessions that the work had been declared an obscene publication by the Court of Queen's Bench. The chairman, moreover, though not a lawyer, refused to grant an appeal, whereas in Steel's case the London magistrate, though a barrister, granted an appeal. Mackie had been previously tried for circulating the work, when the jury could not agree, all but one, it was understood, being for acquittal. He contrasted the conduct of the Government in allowing Mackie to remain in Winchester Gaol on account of his conscientious scruple as to giving bail, with the release of the Fenians. As to the assault at Whitehaven on Murphy, whose extreme manner of expressing his opinions he admitted, his lectures were delivered in hired buildings, and no persons need attend them except of their own free will. Chief Baron Kelly laid down at the recent trial that Murphy was only liable to punishment if his lectures were proved to be seditious or immoral. The Government, therefore, ought not to have allowed the delivery of his lectures to be prevented by an organised gang, who had nearly murdered him before the authorities interposed. Murphy had as good a right to advocate Protestant views as Monsignore Capel and Archbishop Manning had to inculcate Catholic views; and he hoped the Government would not give a colour to the belief that, as they received the support of the Roman Catholics, they therefore in these matters considered their political interests and not merely the ends of justice. The minority of the Roman Catholic electors in every town and district voted so as to incline the balance one way or the other. He was not there to say that that was an abuse of power, but it was a fact to be remembered. We were now giving powers to Roman Catholics which were denied to them in every other country in the world, and were repealing statutes made long before the Reformation as checks on the Roman Catholic system. There had been in this country an extraordinary extension of Roman Catholic communities, which were never interfered with. Again, the Established Church of Ireland had been abolished, and the Glebe Loans Bill would give some of the funds of that Church to build and pay the debts of Irish convents, and great privileges and power had thus been intrusted to a minority consisting of no more than one-fifteenth part of the people, and it was necessary to provide very carefully that they should not exercise any political influence upon the Government, but that a poor Protestant lecturer should receive the same protection as a Roman Catholic priest or archbishop. He concluded by moving for any correspondence which had passed between Her Majesty's Government and the different local authorities with reference to the three cases he had mentioned.—Earl Morley could not accede to the request for papers. Such a course was most unusual, and there was nothing in the cases to justify departure from the usual practice. The facts were by no means as represented. In Mackie's case, the Chairman of Quarter Sessions directed the jury to consider whether the book was obscene, quoting the precise words used by the Lord Chief Justice in the Queen's Bench. Nothing could be fairer than the way in which the question was left to the jury. Nor was there any informality. The jury were sworn in the usual way, and, though the prisoner's counsel was present, no objection was made till some days afterwards. Mackie was sentenced to three months' imprisonment and to find sureties for his good behaviour during twelve months, and he was now in gaol merely because he refused to find these sureties. If the prisoner found the sureties, he would be at once released, and under such circumstances there was no reason why the Executive should interfere. As to the case of Murphy, there was again an inaccuracy, for Murphy was rescued from the rioters by a large body of police; fifteen men had been arrested, and seven were committed for trial at the assizes, of whom five had been sentenced to twelve and two to eight months' imprisonment. He did not know how the Executive could have acted otherwise. The case of Steel had been investigated at Bow-street, and all that

need be said of it was that the magistrate had granted a case which would come before the Court of Queen's Bench.—Earl Carnarvon also commended what had been done by the Executive in these cases.—The motion for papers was then negatived.

The *Bishops' Resignation Act (1869) Perpetuation Bill* passed through committee.

July 31.—The *Army Regulation Bill*.—Prior to Earl Granville moving the second reading, the Duke of Richmond moved:—"That this House, before assenting to the second reading of the Army Regulation Bill, desires to express its opinion that the interposition of the Executive during the progress of a measure submitted to Parliament by her Majesty, in order to attain by the exercise of the Prerogative and without the aid of Parliament the principal object included in that measure, is calculated to depreciate and neutralise the action of the Legislature, and is strongly to be condemned."—Earl Granville opposed the motion. The Government did not shrink from the responsibility of a course which was, after all, strictly legal and constitutional. He cited various precedents to show that purchase had been regulated and abolished by the authority of the Crown, and deprecated the consequences of the resolution and its effect upon the public out of doors.—Lord Salisbury supported the resolution. He accused the Government of having committed a grave breach of constitutional usage.—The Duke of Argyll opposed the resolution, condemning the vote of that House on the Army Bill as unconstitutional and illegal.—Lord Carnarvon supported the resolution. Their Lordships House had always been free, and when it ceased to be so it should no longer exist.—Lord Romilly also supported the resolution. He doubted the legality of the Royal Warrant, and asked whether the opinion of the law officers of the Crown had been taken before it was issued.—Lord Penzance believed the proper law officers had been consulted, and that what the Government had done was legal and a proper exercise of legal powers.—Lord Derby condemned the course taken by the Government, and supported the resolution.—The Duke of Somerset thought the Government could have taken no other course than the one they adopted.—Earl Russell reviewed the history of the Acts relating to Purchase, and supported the resolution as a condemnation of an undue interposition of the Royal Prerogative and of a course of proceeding tending to the worst consequences.—Lord Cairns argued that the Royal Warrant was not issued in the exercise of a statutory right, and the Government had, through ignorance, misrepresented to the Sovereign the character of the Act she was performing, which, instead of a statutory Act, was an Act of the highest prerogative. They had shamed and discredited the Constitution.—The Lord Chancellor supported the course taken by the Government.—On a division the Duke of Richmond's resolution was carried by 162 to 82.—The Bill was then read a second time.

August 1.—The *Municipal Corporation Act Amendment Bill* was read a second time.—Lord Romilly stated that its object was to facilitate the alteration of boundaries.

The *Army Regulation Bill* was considered in committee.

The *Bishop's Resignation Act (1870), Perpetuation Bill* was read a third time and passed.

The *House of Commons (Witnesses) Bill*.—The Lord Chancellor moved the second reading, but a point of order being raised the debate was adjourned.

The *Railway Regulation Amendment Bill* was read a third time and passed.

#### HOUSE OF COMMONS.

July 28.—The *Parliamentary and Municipal Elections (Ballot) Bill*.—Committee.—Clauses 12 (admission to polling places), 13 (decision of Returning Officer on the validity of votes), and 14 (mode of making returns) were agreed to, (but in clause 13 Mr. Goldney carried an addition that the number of invalid votes shall be publicly announced). Clause 15 (mode of publication of names of the electors who have voted). A proposal by Mr. Beresford Hope to have a transcript of the lists used and marked by the presiding officers published in every polling district, was rejected by 118 to 39.—Mr. Newdegate proposed to alter the clause so that the regulations for the publication shall be made by the Election Judges instead of the Secretary of State, but Mr. W. E. Forster objecting, the proposal was not pressed. Clause 16 (mode of destroying Ballot papers), was agreed to. Clause 17 (power to the Secretary of State to

make rules).—Mr. Graves moved an amendment requiring regulations enabling officers in the mercantile marine and licensed pilots to vote by Ballot papers if obliged to go to sea between nomination and polling.—Mr. Disraeli, Mr. C. Bentinck, and others, supported the amendment, which was rejected by 149 to 95.

The *Local Government Board Bill*, passed through committee, an objection on the part of Mr. Knight, to proceeding with the bill at so late an hour in the night, having been overruled by 61 to 7.

*Municipal Corporations (Borough, &c., Funds) Bill*.—On the motion to recommit this Bill, which had been referred to a Select Committee, Sir Massey Lopes, in the absence of Mr. Pell, moved the rejection of the Bill on the ground that it gave too large power to governing bodies. He particularly objected to the retrospective clause, which was designed to meet the case of Sheffield, whose ratepayers subscribed to oppose the local authorities; the enactment of this clause would set aside the judgments of the Court of Chancery and the Court of Queen's Bench.—Mr. Mellor seconded the amendment, and the House was then counted out.

July 31.—*Prince Arthur*.—Mr. Gladstone having moved and Mr. Disraeli seconded a resolution voting £15,000 a year as a provision for the Prince, Mr. P. A. Taylor opposed the grant and Mr. Dixon moved an amendment reducing it to £10,000 a year. Mr. Dixon's proposal was rejected by 289 to 51, and the vote carried as against Mr. P. A. Taylor's proposition, by 276 to 11.

The *Parliamentary and Municipal Elections (Ballot) Bill*.—Committee.—Clauses 18—22 (expenses).—Mr. H. James opposed clause 18, arguing that the practical result of throwing all the expenses on the constituencies would be to exclude from Parliament all but men of great wealth or great daring. It would encourage sham candidates, and would multiply contests. These expenses were a very small part of the cost of an election, and would be no obstacle to working men's candidates; the requirement of a deposit, as proposed by the bill, would not work, and would be a direct premium to bribery. The clause was also opposed by Mr. Assheton, Sir H. Croft, Mr. Synan, Mr. Selater-Booth, Mr. Marling, and Sir M. Lopes. Mr. V. Harcourt did not disapprove the principle, but thought it is imprudent to connect such a "crotchet" with the Ballot.—Mr. O. Morgan, Mr. M'Lauren, Mr. H. B. Samuelson, and Mr. Serjeant Simon supported the clause, as the only means of opening the door of Parliament to the working men.—Mr. Gladstone argued in favour of the clause as a link between the working and upper classes. Sooner or later something of the sort must come.—Mr. Hardy opposed the clause, though recognising the advantage of making the House a perfect reflex of the country. The clause would produce an irritation utterly disproportionate to the result.—Mr. Fawcett supported the clause, and on a division it was rejected by 256 to 160.—Mr. W. E. Forster, then withdrew the three following clauses which were dependent on it.

The *Parliamentary Municipal Elections (Ballot) Bill*.—Committee.—Clauses 22, 24 (personation). On clause 22 a proposal by Sir M. Beach to restrict the operation of the clause to votes recorded at the instance of candidate or his agent, was opposed by Mr. Forster, as likely to lead to fraud, and rejected by 93 to 45.—A proposal by Mr. Lowther to omit the offence of treating from the clause was rejected by 169 to 35, and Mr. Forster added "undue influence," to the clause, which after some discussion was carried by 158 to 91, against the opposition of Sir G. Jenkinson.—Clauses 23 and 24 were agreed to after some discussion and clause 25 (persons charged with personation to be taken before two justices) was struck out.—Clause 26 (all payments to be corrupt if not made through an agent or included in the return) was also struck out on the proposal of Mr. Forster, a motion by Mr. Fawcett for its retention being negatived by 181 to 84.—Clause 27 (prohibiting hiring of rooms in public houses).—An amendment by Sir M. Beach confining this to boroughs was discussed for two hours but not pressed, and Mr. Collins carried by 164 to 83 the omission of that part of the clause which prohibits election committees from meeting in public houses. The clause was to some extent cut about by some further amendments which were warmly discussed, and after an alteration of the clause so as to prohibit any room from being used by or on behalf of a candidate, another amendment by Mr. Harcourt was carried, striking out the exception in favour of meetings at which a

candidate is present. The clause was ultimately carried, as amended, by 114 to 92.

The *Local Government Board Bill* was read a third time and passed.

The *Factories and Workshops Act Amendment Bill* was read a second time.

August 3.—The *Parliamentary and Municipal (Ballot) Bill*. Committee. Clauses 28—33 (Penalties) were minutely discussed at length, and eventually agreed to, with amendments of detail, tending on the whole to diminish their rigour, but clause 30 (relating to some penalties for minor offences) was struck out. The remaining clauses received only a few verbal amendments, and the new clauses were then taken, Mr. Forster's polling clauses being first proceeded with. On the first (division of counties into sub-districts, each voter to have a polling-place within four miles, but each district not to contain not less than one hundred voters) a proposal by Sir M. Beach, to limit the distance to three miles, and the minimum of voters to 50, was rejected in two divisions by 157 to 83, and 158 to 89. The clauses relating to boroughs and general regulations, passed without demur. A clause was settled after considerable discussion, fixing the notice the returning officer shall give of the days of election at not less than three days, and another clause gave power to the returning officer to use the public elementary schools for polling places, and as amended by Sir M. Beach, made it compulsory on the managers to lend the schools. This was carried on a division by 190 to 43. It was provided that any damage done shall be made good by the returning officer, and also that the occupation of any empty house as a polling place shall not have the effect of making it liable to voting.

## SOCIETIES AND INSTITUTIONS.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, August 2, Mr. Wm. Shaen in the chair. The other directors present were Messrs. Carter, Cookson, Hedger, Kendall, Smith, Torr and Young (Mr. Eiffe, Secretary).

A sum of £110 was granted in relief of a member and two members' widows in necessitous circumstances, and a sum of £60 was granted in relief of four necessitous families of deceased non-members. Two new annual members were admitted to the association, and other general business transacted. With reference to the recent painful casualty through which the board has been deprived of a very valuable and respected member, in the person of the late Mr. Edwin Wilkins Field, the following resolution was unanimously agreed to:—

"The directors of this association desire to record the deep feelings of sorrow with which they have heard of the terrible accident which has caused the death of their valued colleague, Mr. E. W. Field, one of the founders of this association, a distinguished and valuable member of the profession, and a zealous and efficient co-operator in many important public works interesting to the profession."

## LAW STUDENTS' JOURNAL.

### GENERAL EXAMINATION.

MICHAELMAS TERM, 1871.

The Council of Legal Education have approved of the rules for the general examination of the students [see 14 S. J. 841].

The examination will commence on Monday, the 30th day of October next, and will be continued on the Tuesday and Wednesday following.

It will take place in the Hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—

Monday morning, the 30th October, at ten, on Constitutional Law and Legal History; in the afternoon, at two, on Equity.

Tuesday morning, the 31st October, at ten, on Common Law; in the afternoon, at two, on the Law of Real Property, &c.

Wednesday morning, the 1st November, at ten, on Jurisprudence and the Civil Law; in the afternoon, at two, a paper will be given to the students, including questions bearing upon all the foregoing subjects of examination.

The Reader on Constitutional Law and Legal History proposes to examine in the following books and subjects:—

1. Hallam's History of the Middle Ages, chap. 8.
2. Hallam's Constitutional History.
3. Broom's Constitutional Law.
4. The concluding chapter of Blackstone on "The Progress of the Laws of England."
5. The principal State trials of the Stuart period.

Candidates for the studentship, exhibition, or honours, will be examined in all the above books and subjects.

Candidates for a pass certificate will be examined in 1 and 3 only, or 2 and 3 only, at their option.

The Reader on Equity proposes to examine in the following books:—

1. Haynes's Outlines of Equity; Smith's Manual of Equity Jurisprudence, or Snell's Principles of Equity; Hunter's Elementary View of the Proceedings in a Suit in Equity, Part I. (last edition).

2. The Cases and Notes contained in the first volume of White and Tudor's Leading Cases. The Act to Amend the Law Relating to Future Judgments, Statutes, and Recognizances, 27 & 28 Vict., c. 112. The Act to Explain the Operation of an Act passed in the 17th & 18th Years of Her present Majesty, c. 113, intitled, An Act to Amend the Law Relating to the Administration of Deceased Persons, 30 & 31 Vict., c. 69. The Act to Remove Doubts as to the Power of Trustees, Executors, and Administrators to invest Trust Funds in certain securities, and to declare and amend the Law relating to such Investments, 30 & 31 Vict., c. 132. The Act to Amend the Law relating to Sales of Reversions, 31 & 32 Vict., c. 4. The Act to Abolish the Distinction as to Priority of Payment which now exists between the Specialty and Simple Contract Debts of Deceased Persons, 32 & 33 Vict., c. 46; and the Married Women's Property Act, 1870, 33 & 34 Vict. c. 93.

Candidates for certificates of having passed a satisfactory examination will be expected to be well acquainted with the books mentioned in the first of the above classes.

Candidates for the studentship, exhibition, or honours, will be examined in all the books mentioned in the two classes.

The Reader on the Law of Real Property, &c., proposes to examine in the following books and subjects:—

1. Joshua Williams on the Law of Real Property. (Ninth edition.)
2. The Bankruptcy Act, 1869, 32 & 33 Vict. c. 71.
3. Rule against Perpetuities: *Cadell v. Palmer*, 1 Cl. & F. 372, and the notes to that case in Tudor's Leading Cases in Real Property and Conveyancing, pp. 360—429. (Second edition).

4. The Title to and Acquisition of Easements by Prescription: Gale on Easements, pp. 138—201. (Fourth Edition).

5. Sanders on Uses and Trusts, Vol. ii. pp. 1—101. (Fifth Edition.)

Candidates for the studentship, exhibition, or honours, will be examined in all the above-mentioned books and subjects; candidates for a pass certificate in those under heads, 1, 2, and 3.

The Reader on Jurisprudence, Civil and International Law, proposes to examine in the following books and subjects:—

1. Sanders Institutes of Justinian. Introduction. Book I. tit. i. and ii.
2. Demangeat. Cours Élémentaire de Droit Romain. Abrégé de l'histoire externe du Droit Romain, p. 19—142. Edit. 1864.
3. Ortolan. Explication Historique des Instituts. Vol. i. Histoire de la Legislation Romaine (sec. 40—114, pp. 190—473) ed. 1870, or The History of the Roman Law, from the text of Ortolan, by Prichard and Nasmith (sec. 40—114, pp. 198—489.)
4. Austin on Jurisprudence. Lectures v. and vi.
5. Wheaton. Elements of International Law. With notes of Lawrence or Dana. Part ii., Absolute International Rights of States.

Candidates for the studentship, exhibition, or honours, will be examined in all the above subjects; but candidates for a pass certificate in 1, 3, 4, and 5. only

The Reader on Common Law proposes to examine in the following books and subjects:—

Candidates for a pass certificate will be examined in—

1. The Ordinary Steps and Course of Pleading in an action.
2. The undermentioned cases concerning mercantile and other contracts. *Smith's Leading Cases*. (Last edition.) Vol. i. and notes thereto. *Birkmyr v. Darnell*, *Coggs v. Bernard*, *Collins v. Blantern*, *Lamplugh v. Brathwaite*, *Miller v. Race*, *Peter v. Compton*.
3. The Law of Torts. As considered in Addison on Torts. (Last edition.) Chap. 1, and chap. 2, sect. 1.
4. The Form of the Indictment generally (see Archbold's Criminal Pleading, last edition, book i., part i., chap. 1, sec. 3) and specifically as regards the following offences:—Felonious Homicide, Assault and Battery, Simple Larceny, and False Pretences.

Candidates for the studentship, exhibition, or honours, will be examined in the 1st, 2nd, and 4th of the above subjects, and also in—

5. The Law relating to Bankers' Cheques. *Byles on Bills of Exchange*, last edition, chap. 3.
6. Injuries to property, so far as treated of in Addison on Torts, last edition, chap. v., sect. 1 and 2, and chap. vi. sect. 1.
7. The following cases exemplifying Rules of Evidence, *Smith's Leading Cases*, last edition, and notes thereto:—*Carter v. Boehm*, *Omichund v. Barker*, *Price v. Earl of Torrington*, *Wigglesworth v. Dallison*, *Higham v. Ridgway*.

#### MICHAELMAS EDUCATIONAL TERM, 1871.

PERSPECTUS OF THE LECTURES to be delivered during the ensuing Educational Term, by the several Readers appointed by the Inns of Court.

##### CONSTITUTIONAL LAW AND LEGAL HISTORY.

The Reader on Constitutional Law and Legal History proposes to deliver, during the ensuing Educational Term, six public lectures on—

The History of English Municipal Corporations.

With his private class the Reader proposes to take the following subjects:—

1. Broom's Constitutional Law, from Calvin's Case to the case of Shipmoney, inclusive.
2. Hallam's Constitutional History, down to the meeting of the Long Parliament.

##### EQUITY.

The Reader on Equity proposes to deliver, during the ensuing Educational Term, two courses of public lectures (there being six lectures in each course) on the following subjects:—

###### An Elementary Course.

1. On Civil Judicial Procedure in general. The Origin of the Feudal System, and its influence on Judicial Procedure.
2. On the Origin of the Superior Courts of Law and Equity.
3. On the History of the Court of Chancery.
4. On Review, Re-hearing, and the Appellate Jurisdiction of the House of Lords.
5. On the Principles of Equity Pleading.

###### An Advanced Course.

1. On the Jurisdiction of Equity in Matters of Account.
  2. On Equitable Interference in Cases of Partnership.
- In the Elementary Private Class, the subjects discussed will be—The Creation and Incidents of Express Trusts, and the Remedies for Breaches of Trust.

In the Advanced Private Class the Lectures will comprehend—Relief against Fraud, Actual and Constructive; Relief against Mistake.

##### THE LAW OF REAL PROPERTY, &c.

The Reader on the Law of Real Property, &c., proposes to deliver, in the ensuing Educational Term, twelve public lectures (there being six lectures in each course) on the following subjects:—

###### Elementary Course.

1. On the 8 & 9 Vict. c. 106, and the changes effected by that statute in the law and practice of real property.
2. On the provisions of the 23 & 24 Vict. c. 145 (commonly called Lord Cranworth's Act), as to Mortgages, Settlements, and Wills.

###### Advanced Course.

1. On Marriage Settlements.
2. On the form and construction of the Covenants and Provisions usually inserted in a Lease of a Dwelling-house for a term.

In the elementary private classes, the reader will endeavour to go through a course of Real Property Law, using the work of Mr. Joshua Williams as a text-book; and in his advanced private classes, he will discuss and examine the notes to some of the cases in Tudor's Leading Cases in Real Property and Conveyancing, and in White and Tudor's Leading Cases in Equity.

##### JURISPRUDENCE, CIVIL AND INTERNATIONAL LAW.

The Reader on Jurisprudence, Civil and International Law, proposes to deliver, during the ensuing Educational term, six public lectures on—

1. The historical development of the Roman law relating to obligations arising from Contract.
2. On the effect of Fraud (*Dolus Malus*), Duress (*Metus*), and mistake (*Error*) upon a Contract.
3. The International law relating to Neutrals.

In his private class, the reader will commence a course of Roman Law and discuss Book i. of the Institutes of Justinian. He will use as text-books, Sandars' edition of the Institutes, and Demangeat—Cours Élémentaires de Droit Romain.

He will also refer to the Corpus Juris Civilis, and the Commentaries of German and French Jurists, in illustration of the principles discussed.

The reader will also discuss, in the private classes, points of international law relating to the "Rights of Neutrals," using Wheaton's Elements of International Law as the text-book, and referring to the works of the principal modern jurists, the decisions of the Admiralty and Prize Courts of England and America, the debates in Parliament, and State papers relating to the cases under discussion.

The reader will specially discuss the Congress of Vienna, the Treaties of Paris, and the subsequent alterations of those treaties.

##### COMMON LAW.

The Reader on Common Law proposes to deliver, during the ensuing Educational Term, two courses (of six public lectures each) on the following subjects:—

###### Elementary Course.

1. Matters involving Contract or Tort which are within the cognisance of Courts of Law.
2. The procedure at law, whether by action or otherwise.
3. The mode of proving facts and documents at Nisi Prius.

###### Advanced Course.

1. The Nature of Absolute and Relative Rights Considered.
2. Remedies appropriate where such Rights are infringed either by Breach of Contract or by Tort.
3. The various kinds of Evidence admissible in a Court of Law, and the Weight assignable to each of them.

With his private classes, the reader will consider in detail the subjects above set forth, using for reference the following books:—

Elementary class.—Broom's Commentaries on the Common Law (fourth edition); *Smith's Leading Cases* (last edition); and *Roscoe on Evid.* at Nisi Prius.

Advanced class.—Bullen and Leake on Pleading, and the books above-mentioned.

##### LAWS IN FORCE IN BRITISH INDIA.

The Reader on Hindu and Mahomedan law, and the laws in force in British India, proposes to deliver, in the ensuing Educational Term, a course of six public lectures on the following subjects, viz. :—

###### HINDU LAW.

1. Introductory Lecture.
2. (concluded).
3. The Family Relation and Marriage.
4. Adoption.
5. Alienation.
6. Inheritance and Partition.

In the Private Classes the Reader will discuss minutely and in detail the subjects embraced in his public lectures.

MICHAELMAS EDUCATIONAL TERM, 1871.

Table of the days and hours for the delivery of the public lectures by the Readers appointed by the Inns of Court and for the attendance of the private classes.

READERS—INN OF COURT.	DAYS AND HOURS OF MEETINGS.	
	Public Lectures.	Private Classes.
Constitutional Law and Legal History. T. C. Sandars, Esq.—Lincoln's Inn Hall. Classes meet in Benchers' Reading Room.	Wednesdays, 2 p.m. First Lecture, 8th November.	Tuesd., Thursd., & Satd., 10 a.m. First Class, 9th November.
	Thursdays, Advanced Lecture, 2 p.m. Elementary Lecture, 3 p.m. First Lecture, 9th November.	Mon., 4 to 4 1/2 past 4 p.m. Wedn., & Frid. 4 to 4 1/2 past 4 p.m. First Class, 10th November.
Equity. W. L. Birkbeck, Esq.—Inn Hall. Classes meet in Benchers' Reading Room.	Tuesdays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 14th November.	Mon., Wedn., & Frid. 12 to 12 1/2 past 1 p.m. First Class, 10th November.
	Law of Real Property, &c. F. Pridmore, Esq.—Inn Hall. Classes meet in Benchers' Reading Room.	Tues. & Thurs., 4 to 4 p.m. Saturday, 2 p.m. First Class, 11th November.
Jurisprudence, Civil and International J. Sharpe, Esq., LL.D.—Mid. Temp. Hall. Classes meet in Middle Temple Hall.	Fridays, 2 p.m. First Lecture, 10th November.	Tuesd., Thursd., & Satd., 4 to 12 a.m. & 4 to 1 p.m. First Class, 14th November.
	Common Law, H. Broom, Esq., LL.D.—In. Temp. Hall. Classes meet at the Inner Temple Hall.	Mon., Wedn., & Frid. 11 to 11 1/2 past 11 a.m. First Class, 13th November.
Hindu and Mohammedan Law, and the Laws of India, S. G. Grady, Esq.—Middle Temple Hall. Classes meet under Mid. Tem. Library.	Mondays, Elementary Lecture, 2 p.m. Advanced Lecture, 3 p.m. First Lecture, 13th November.	
	Saturdays, 11 a.m. First Lecture, 11th November.	

NOTES.—The Educational Term commences on the 1st November, and ends on the 22nd December.

The first public lecture of this course will be delivered by the Reader on Constitutional Law and Legal History, on Wednesday, the 8th November, at 2 p.m.

The first meeting of each private class will take place on the usual morning or evening of meeting after the first public lecture on the same subject.

Students who have been unable to attend a lecture or class of either of the Readers, and desire dispensation as a qualification for call to the bar, should make application, with an explanation of the cause of such absence, in writing, to the Reader during the course, or immediately after the delivery of the last public lecture of the course; and the Reader's report thereon, together with the application, will be forwarded to the Council of Legal Education, who alone have the power of granting dispensation.

The Council have resolved that in no case shall students be allowed to change from the elementary to the advanced courses of lectures and classes, or *vice versa*, while qualifying for call to the bar, or for the examinations on the subjects of the lectures.

COURT PAPERS.

CHANCERY VACATION NOTICE.

During the long vacation all applications to the Court of Chancery which are of an urgent nature are to be made at the chambers of the Vice-Chancellor Sir John Wickens.

All *ex parte* applications are to be sent to the Vice-Chancellor, accompanied with the brief of counsel, a copy of the bill, a certificate of bill filed, and office copies of the affidavits in support of the application, and also a minute signed by counsel of the proposed order he may consider the applicant entitled to, and a cover capable of receiving the papers to be returned, with sufficient stamps affixed thereon, and addressed as follows:—"To the Registrar in Vacation, Chancery Registrar's-office, Chancery-lane, London, W.C."

The papers will, when any order is made thereon, be returned direct to the Registrar, accompanied with such order as the Vice-Chancellor may have thought fit to make thereon.

When the Vice-Chancellor declines to make any order thereon, the papers will be returned to the solicitor who sent the papers, according to the address given.

All applications for leave to give notice of motion only, may be made to the Chief Clerk at chambers.

The Vice-Chancellor's address can be obtained on application at his Honour's chambers Nos. 11, 12, and 13 Old-square, Lincoln's-inn.

The chambers of the Vice-Chancellor Sir John Wickens will be opened on Tuesday, Wednesday, Thursday, and Friday, in every week, from eleven till one o'clock.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 4, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 93 1/2	Annuities, April, '88
Ditto for Account, Sept. 1, 93 1/2	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 93 1/2	Ex Bills, £1000, — per Ct. 10 p m
New 3 per Cent., 93 1/2	Ditto, £500, Do — 10 p m
Do. 3 1/2 per Cent., Jan. '94	Ditto, £100 & £200, — 10 p m
Do. 2 1/2 per Cent., Jan. '94	Bank of England Stock, 4 1/2 per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 242
Annuities, Jan. '80 —	Ditto for Account,

MONEY MARKET AND CITY INTELLIGENCE.

The markets on the whole are firm, much firmer than at the beginning of the week. The foreign market continues steady at about the same prices. In railways the fluctuations have not been very large. Midland had a sharp rise upon its dividend announcement; London and South Western also improved a trifle, while Great Eastern receded on its being known that the ordinary stock holders receive nothing this half-year. Money is abundant. Another thing also is very apparent, and that is that joint stock enterprise, so long pent up by the effects of the crash of 1866, has burst forth afresh.

At the half-yearly meeting of the proprietors of the London and County Bank, held on Thursday, it was stated that the net profits of the half year have been £90,100 16s. 8d., and that the sum available for appropriation was £94,449 17s. 4d. The dividend declared was at the rate of 6 per cent., with a bonus of 3 per cent., being at the rate of 15 per cent. per annum. The amount due by the Bank for customers' balances is £14,565,287, and the liabilities on acceptances are £2,640,138. Bills discounted, &c., reach a total of £10,061,582.

The prospectus has been issued of the Russia Copper Company (Limited) capital £300,000, in 30,000 shares of £10 each. The undertaking is formed to purchase and develop the mineral and agricultural estates lately owned by Mr. Alexander Brogden, M.P., and others. The estates form a total of about 447,375 acres, the whole of which is freehold, and are situated in the districts of Orenburg and Ufa, in Eastern Russia, and the chief smelting works and rolling mills at Voskresensky, which is within easy communication with St. Petersburg and Moscow. The estates consist of the copper mines of Kargalinsky, the Voskresensky smelting works, the smelting works of Preobrajensky, the forest lands, and the corn and pasture lands. Messrs. John Taylor & Sons have reported most favourably on the property, and, in order to carry out more effectually the object of the directors, Messrs. John and Richard Taylor have accepted seats at the board. The price to be paid to the vendors for the whole of the property is £270,000, payable as to £30,000 in 6 per cent. debentures of the company, and at the option of the directors up to £100,000 in shares, and the balance in cash. The proposed capital of the company is £300,000, in 30,000 shares of £10 each, of which there is to be paid on application £1, on allotment £4, and on the 1st October and the 1st December each £2 10s. The shares are quoted 2 to 2 1/2 prem.

The prospectus has been issued of the Cwm Dwyfor Copper and Silver Lead Mines Company (Limited), capital £12,500 in 12,500 shares of £1 each, of which 2,500 shares have been subscribed and paid on. The remaining 10,000 shares are now offered to the public upon the following conditions; 10s. per share deposit to be paid at the time of application, and the remaining 10s. on allotment. This mineral property possesses advantages of an unusual character, being situated on the slope of a mountain, where the veins can be worked from 200 to 500 yards deep by levels alone. The ore, a yellow sulphuret of copper, is of great richness and purity. A sample assayed by Messrs. Claudet

& Co., produced nearly 19 per cent. fine copper, and other samples have produced as much as 24 to 25 per cent. exclusive of silver.

The prospectus has just been issued of the Richmond Consolidated Mining Company (Limited), with a proposed capital of £220,000, in 44,000 shares of £5 each, of which 32,000 shares are now offered for subscription, and for which there is to be paid on application 5s.; on allotment, 5s.; upon the acceptance and transfer of the property to the company, £2; and the balance upon the 1st December. The company is formed for the purpose of acquiring the mining properties, lands, machinery, works, &c., of the Richmond Mining Company, of Eureka, Nevada, United States, under very favourable conditions. The mine consists of the Virginia lode, which is 1,400 feet in length, the Richmond lode, 700 feet, and the Colorado lode, 1,400 feet. The price to be paid for the property is £200,000, which includes everything on the premises, of which sum £150,000 is to be paid in cash and the balance in shares, which, however, are not to be transferred to the vendor until the completion of two additional furnaces.

The Vera Cruz section of the Mexican Railway will be further opened to Cordova during the current month, and it is expected to be followed by an increase of receipts from the passenger traffic, because the principal inhabitants of Vera Cruz will avail themselves of it to remove their families up the country during the hot and unhealthy season. Meanwhile, the receipts of the section, during the first four months of the year, amounted to 98,723 dols., while in the corresponding week in 1870, they only reached to 67,687 dols.

**DEDUCTIONS OF INCOME TAX.**—Mr. Baillie Cochrane asked the Chancellor of the Exchequer on Monday what was the right income tax to deduct in respect of dividends and interest for the half year ending 30th of June; and why the East Indian Railway Company and the Bombay, Baroda, and Central India Railway Company had deducted 6d. in the pound; on the other hand, the London, Brighton, and South Coast, the Great Eastern, and some other companies had deducted 5d. in the pound. The Chancellor of the Exchequer said, there are two rules on the subject—one applicable to Government stock, the other to the dividends of joint stock companies. With regard to joint stock companies, income tax is deducted from dividends according to the period of the year when they accrue; that is, the old income tax being payable up to the 5th of April, and the new income tax from that time, joint stock companies ought to deduct in the present year 4d. per pound up to the 5th of April, and 6d. per pound from that period, as the dividend covers both periods. But the rule as to Government guaranteed stock is this—the dividends are by the Act declared to belong to the quarter in which they are paid, and holders of stock will pay income tax according to the period of the year in which the payment falls. In the present year the holders of stock on which dividends become due after the 5th of April will pay 6d. in the pound for the whole period.

#### BIRTHS, MARRIAGES, AND DEATHS.

##### BIRTHS.

**BARTREE**—On July 30, at Witham, Essex, the wife of Frank Postle Bartree, solicitor, of a son.

**EVERINGTON**—On July 29, at Merton Lodge, Denmark-hill, the wife of E. R. Everington, Esq., barrister-at-law, of a daughter.

**WHITELEY**—On July 29, at West Dulwich, the wife of George Crispe Whiteley, barrister-at-law, of a girl.

##### MARRIAGES.

**JONES**—FRITCHARD—On Aug. 3, at St. Mary's Church, Spital-square, William Lucas Jones, of 19, Spital-square, solicitor, to Miss Mary Ann Fritchard, of 36, New Bond-street.

**MILROY**—CHRISTIAN—On July 27, at Drumearn, Perthshire, W. M. Milroy, Esq., advocate, Edinburgh, to Elizabeth Christian, daughter of P. Drummond, Esq., of Drumearn.

**O'HAGAN**—TOWNLEY—On Aug. 2, at St. Marie's Church, Burnley, the Lord O'Hagan, Lord Chancellor of Ireland, to Alice Mary, youngest daughter of Colonel Charles Townley, of Townley.

**WARD**—BURZARD—On Aug. 1, at the parish church, Lutterworth, Richard Ward, M.A., of the Midland Circuit, barrister-at-law, to Maria Catherine, eldest daughter of Marston Burzard, M.D., of Lutterworth.

##### DEATHS.

**ELLWOOD**—On July 30, at Cleve-on-the-Thames, Mr. Henry Ellwood, of 16, Adelaide-road, aged 58.

**SMITH**—On July 26, George Archer Smith, solicitor.

#### LONDON GAZETTES.

##### Professional Partnerships Dissolved.

FRIDAY, July 28, 1871.

**Tilley, Edwin, & Chas Wm Baylis, Moreton-in-the-Marsh, Gloucester, Attorneys-at-law and Solicitors.** July 12  
**Wheatcroft, Wm Geo, & Jas Potter, Derby, Attorneys and Solicitors.** July 22.

##### Winding-up of Joint Stock Companies.

FRIDAY, July 28, 1871.

LIMITED IN CHANCERY.

**London Suburban Bank (Limited).**—Vice Chancellor Wickens has, by an order dated July 20, ordered that the above company be wound up by this court. **Pulbrook, Threadneedle-st.**  
**Sanderson's Patents Association (Limited).**—Vice Chancellor Mallins has, by an order dated June 29, appointed Geo Augustus Cape, 8, Old Jewry, to be official liquidator.

TUESDAY, AUG 1, 1871.

UNLIMITED IN CHANCERY.

**Durham County Penny Bank.**—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims to George Whitfin, 8, Old Jewry. Tuesday, Nov 7 at 12, is appointed for hearing and adjudicating upon the debts and claims.

**Professional, Commercial, and Industrial Benefit Building Society.**—Vice Chancellor Wickens has, by an order dated July 24, ordered that the above company be wound up. **Lewis & Co, Old Jewry, solicitors for the petitioners.**

**Queen's Benefit Building Society.**—The Master of the Rolls has, by an order dated June 12, appointed Geo Elphinstone Olive, 1, Basinghall-st, to be official liquidator.

LIMITED IN CHANCERY.

**Castle Tavern Company (Limited).**—Vice Chancellor Mallins has, by an order dated July 1, appointed Jas Cooper, Coleman-st-bldgs, to be official liquidator. Creditors are required, on or before Oct 20, to send their names and addresses and the particulars of their debts or claims to the above. Friday, Nov 10 at 12, is appointed for hearing and adjudicating upon the debts and claims.

**Pen-Alt Silver Lead Mining Company (Limited).**—The Master of the Rolls has, by an order dated July 22, ordered that the above company be wound up. **Davis, Harp-lane, Gt Tower-st, solicitors for the petitioners.**

##### Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 28, 1871.

**Alexander, Jas, Bradford, York, Merchant.** Oct 2. **Fox & Mammes, M.R. Leaf, Mauch**  
**Bewley, John, Kingsland-rd, Gent.** Sept 10. **Harding & Toeker, M.R. Waugh, South-sq, Gray's-inn**  
**Boney, Ann, Burnham, Buckingham, Widow.** Sept 1. **Sargeant & Sargeant, V.C. Bacon.**

**Brennen, Edwd, Tellicherry, Madras, Esq.** Jan 1. **Brennen & Strange, V.C. Wickens. Warry & Co, Lincoln's-inn-fields**

**Brown, Chas sen, Bromhill, Worcester, Gent.** Sept 1. **Brown, V.C. Bacon. Housman, Bromsgrove**

**Green, John, Halesowen, Worcester.** Sept 1. **Wills & Bourne, M.R. Bourne & Owen, Dudley**  
**Kitsen, Edwd, Elland, Halifax, York, Brick & Pot Maker.** Oct 10. **Kitsen & Kitsen, V.C. Wickens. Owen, Huddersfield**

TUESDAY, Aug 1, 1871.

**Armistage, Edwd Taylor, Saltersbrook, York, Farmer.** Sept 1. **Leigh & Simpson, V.C. Mallins. Taylor, Wakefield**

**Breen, John Wm, Verulam-bldgs, Gray's-inn, Gent.** Oct 1. **Breen & Baume, M.R. Pulling, Adelaide-pl, London-bridge**

**Brunei, Jean Francois, Forest-rd, Dalston, Gent.** Oct 2. **Brunei & Brunei, V.C. Bacon. Comins, Gt Portland-st**

**Candy, Wm, Bathampton, Somerset, Gent.** Oct 2. **Candy & Candy, V.C. Wickens. Stone & Co, Bath**

**Hall, John, Wingfield Park House, Derby, Gent.** Oct 2. **Hall & Hall, V.C. Wickens. Walker, Belper**

**Heinke, Gotthilf Fredk, Gt Portland-st, Engineer.** Oct 10. **Fox & Heinke, V.C. Wickens. Robinson & Poole, Ironmonger-lane**

**Hepburn, Geo, Marylebone-rd, Coachbuilder.** Sept 5. **Moseley & Hepburn, M.R. Kearsey, Old Jewry**

**Lacey, Edwd, Burbage, Derby, Manager.** Oct 10. **Kendal & Lacey, V.C. Wickens. Sale & Co, Manch**

**Take, Mary Ann Georgiana, Brighton, Sussex, Spinster.** Aug 31. **Percey & Gooden, V.C. Wickens. Smith, Lincoln's-inn-fields**

**Ware, Chas, Astwood Vicarage, Buckingham.** Sept 1. **Ware & Ware, M.R. Prior & Co, Southampton-bldgs**

##### Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 28, 1871.

**Baxter, John, Broadwater, Cumberland, Farmer.** Aug 7. **Myers, Broughton-in Furness**

**Benson, Isaac, Grogscalle, Cumberland, Yeoman.** Aug 12. **Brookbank & Helder, Whitehaven**

**Black, Jas. Ilford, Essex, Farmer.** Aug 28. **Baddelay & Sons, Leman-st**

**Brown, Geo Wightman, Whitehaven, Cumberland, Bank Manager.** Aug 12. **Brookbank & Helder, Whitehaven**

**Carter, Wm, Palmer, Sussex, Smith.** Sept 14. **Gell, Lewes**

**Craven, Mary, Wakefield, York, Widow.** Sept 6. **Barratt, Wakefield**

**Davis, Edw, Brighton, Spinster.** Aug 15. **Hodgson, Salisbury-st, Strand**

**Haddon, Daniel, Bloomfield, Tipton, Stafford, Licensed Victualler.** Sept 15. **Whitehouse, Wolverhampton**

**Lee, Geo, New Brompton, Kent, Gent.** Aug 31. **Bailey & Co, Berners-st**

**Lindsay, Chas Gowan, Commander R.N.** Aug 26. **Hildreth & Osmanney, Norfolk-st, Strand**

Lofthouse Christopher, Tadcaster, York, Butcher. Sept 1. Bickers  
Tadcaster  
Needham, Fredk Hotham, Naval Instructor R.N. Aug 26. Hildreth  
& Ommanney, Norfolk-st, Strand  
Ogilvy, Thos, Princes-gate, Hyde-pk. Esq. Aug 25. Francis &  
Bosanquet, Austin Friars  
Poole, Anne Fras Ashton, South-bank, Central-hill, Norwood. Aug 28.  
Yam & Co, Suffolk-lane  
Taker, Thos, Knottingley, York, Mast & Block Maker. Aug 24.  
Carter, Pontefract  
Tabb, Saint Winifred, Penton-st, Pentonville, Spinster. Sept 24.  
Thompson, Gray's-inn-sq  
Turner, Rev Joseph, Lancaster, Vicar. Aug 23. Sharp & Son,  
Lancaster  
Vaughan, Wm, Stopford, Bedford, Farmer. Aug 31. Veasey, Baldoek  
Walters, Stephen, Finsbury-circus, Gent. Sept 29. Walters & Gush,  
Finsbury-circus  
Wilkinson, Mary, Piercebridge, Durham, Widow. Aug 19. Raine,  
Darlington  
Williams, David, Carmarthen, Draper. Sept 30. Richards, Car-  
marthen  
Wilson, Jas, Pilgrim's Hatch, South Weald, Essex, Esq. Sept 1.  
Champion & Co, Whitechapel-rd  
Young, Thos, Engineer R.N. Aug 26. Hildreth & Ommanney, Norfolk-  
st, Strand

TUESDAY, Aug 1, 1871.

Allanbey, Wm Brockbank, Lpool. Oct 27. Whitaker, Lancaster-pl  
Atkins, Eliz, Bath, Somerset. Sept 30. Deane & Chubb, South-sq,  
Gray's-inn  
Austin, John Joseph, Enfield, Middlesex, Esq. Sept 1. Allsup,  
Waltham Abbey  
Beeching, Sarah, Ramsgate, Kent, Widow. Sept 27. Snowden, Ramsgate  
Bett, Sophia, Kensington-gate, South Kensington. Sept 4. Woodroffe  
& Flaskitt, New-sq, Lincoln's-inn  
Blane, Robt, Eaton-ter, Esq. Sept 29. Taylor & Co, Furnivals-inn  
Brooks, Richd, Lpool, Plumber. Aug 27. Forrest, Lpool  
Chapman, Geo, Lingfield, Surrey, Surgeon. Sept 1. Lethbridge & Son,  
Aldington-st, Westminster  
Covey, St John, Wimborne, Dorset, Esq. Sept 30. Meynell & Pem-  
berton, Whitehall  
Cox, John Wm, Eaton, Buckingham, Licensed Victualler. Sept 1.  
Hilbery & Tunstall, Fenchurch-bldgs  
Daws, Philip, Ripley, Surrey, Butcher. Sept 22. Curtis, Guildford  
Dixon, Eleanor, Whitehaven, Cumberland, Widow. Sept 1. McKeivn,  
Whitehaven  
Dockray, Eliz, Winslow, Buckingham, Widow. Sept 12. Hayes & Co,  
Alton  
Duncan, John Gray, Alton, Southampton, Gent. Sept 30. Trimmer,  
Alton  
Elton, Mary, Manch, Innkeeper. Sept 14. Whitworth, Manch  
Ever, Richd, York, Esq. Sept 29. Leeman & Co, York  
Gad-den, Rowland, Harlington, Bedford, Farmer. Sept 20. Newton,  
Leighton Bussard  
Grice, Hy, Lpool. Oct 27. Whitaker, Lancaster-pl, Strand  
Hargreaves, John Eltoft, Burnley, Lancashire, Brewer. Sept 30.  
Wood, Manch  
Hargreaves, John, Burnley, Lancashire, Brewer. Sept 29. Wood,  
Manch  
Hesthorn, Joseph Lidwell, Sussex, Esq. Aug 31. Bedford & Lacy,  
King's Bench-walk, Temple  
Hetherington, Thos, Durham, out of business. Aug 31. Kidd & Co,  
Newcastle-upon-Tyne  
Hoyle, Jas, Horrocksford, Lancashire, Farmer. Oct 16. Hall &  
Baldwin, Clitheroe  
Lloyd, Fras, Worcester, Commercial Traveller. Sept 1. Brock,  
Worcester  
Maughan, John, Lancaster-ter, Regent's-pk, Gent. Oct 18. Nicholl  
& Co, Howard-st, Strand  
Mayo, Edwin, Milton-near-Gravesend, Kent, Gent. Sept 14. Woollaston  
& Davison, Basinghall-st  
Morris, Eliz Lucy, Langham Hotel, Langham-pl. Sept 1. Harting &  
Son, Lincoln's-inn-fields  
Oakes, Caroline Eliz, Walcot, Somerset, Spinster. Sept 14. Wood-  
roffe & Flaskitt, New-sq, Lincoln's-inn  
Reddie, Jas, Royal-crescent, Notting-hill, Esq. Oct 18. Nicholl & Co,  
Strand  
Scott, Jas John, Lewisham, Kent, Esq. Sept 30. Burton & Co,  
Chancery-lane  
Terry, Rev Geo Thos, Full Sutton, York, Rector. Sept 29. Leeman &  
Co, York  
Toulmin, Hy Heyman, Childwickbury, Hertford, Esq. Sept 29.  
Flower, Bedford-row  
Walters, John, Worksop, Nottingham, Gent. Sept 13. Robotham,  
Derby  
Wilkinson, Wm, Burnley, Lancashire, Cotton Manufacturer. Aug 31.  
Handley & Artindale, Burnley  
Worthington, John, Salford, Lancashire, Carter. Oct 27. Whitaker,  
Lancaster-pl, Strand

Bankrupts.

FRIDAY, July 28, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bentley, Ellen, Hyndman-st, Old Kent-road, Matting Manufacturer.  
Pet July 24. Hazlitt. Aug 8 at 11.  
Farmer, Richd, St John-st, Clerkenwell, Ironmonger. Pet July 26.  
Hazlitt. Aug 8 at 11.30  
Henderson, Arthur, Malda-vale, Nurseryman. Pet July 28. Hazlitt.  
Aug 9 at 1.30  
Page, Wm Sagon, Manchester-sq, Solicitor. Pet July 24. Hazlitt. Aug  
9 at 1  
To Surrender in the Country.  
Dobson, Thos, Kimblesworth, Durham, Cattle Jobber. Pet July 28.  
Greenwell. Durham, Aug 9 at 11

Hill, Alfd Joseph, Trowbridge, Wilts, Travelling Draper. Pet July 28  
Smith. Bath, Aug 8 at 12  
Hughes, Benj, & Ricld White, Burton-on-Trent, Stafford, Coach Builders,  
Pet July 24. Hubbersty. Burton-on-Trent, Aug 14 at 11  
Hughes, Walter, Lpool, Tailor. Pet July 25. Hume. Lpool, Aug 14  
at 2  
McDermott, Wm, Batley, York, Bookseller. Pet July 19. Nelson.  
Dewsbury, Aug 10 at 12  
Pearson, Jas, Farnley, York, Cardmaker. Pet July 25. Marshall.  
Leeds, Aug 17 at 11  
Sayers, Ellis, Brighton, Sussex, Baker. Pet July 25. Shapland.  
Brighton, Aug 15 at 11  
Strickson, Wm, Lincoln, Foundryman's Labourer. Pet July 26. Uppley.  
Lincoln, Aug 9 at 12  
Williams, Wm, Gwalcimal, Anglesea, Draper. Pet July 18 (not 11 as  
in Gazette of July 21). Jones. Bangor, Aug 7 at 11

TUESDAY, Aug. 1, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Buckell, Wm Tensdale, Delamere-crescent, Paddington, Farmer. Pet  
July 28. Hazlitt. Aug 15 at 11  
Hammond, Eliz Mary, Red Cross-st, Wholesale Milliner. Pet July 29.  
Hazlitt. Aug 15 at 11.30

To Surrender in the Country.

Barnard, Asher, Exeter, Dealer in Jewellery. Pet July 28. Daw.  
Exeter, Aug 15 at 11  
Briggs, Geo, Clifton, Bristol, Beerhouse Keeper. Pet July 28. Harley.  
Bristol, Aug 14 at 12  
Dent, Edwd Robt, Aldeburgh, Suffolk, Commercial Traveller. Pet July  
29. Pretymann. Ipswich, Aug 18 at 10  
Dingle, Geo Bray, Devonport, Devon, Grocer. Pet July 26. Pearce.  
East Stonehouse, Aug 16 at 11  
Franks, Wm, Shalford, Surrey, Land Agent. Pet July 22. White.  
Guildford, Aug 13 at 12  
Geddes, Chris, Sheffield, Provision Dealer. Pet July 28. Wake. Shef-  
field, Aug 16 at 1  
Hayward, Wm Tapley, Deal, Kent, Dyer. Pet July 27. Callaway.  
Canterbury, Aug 22 at 2  
Marston, Chas, Horfield, Gloucester, Licensed Victualler. Pet July 28.  
Harley. Bristol, Aug 16 at 12  
McKean, David, Sunderland, Durham, Draper. Pet July 25. Ellis.  
Sunderland, Aug 19 at 12  
Norfolk, John, Kingston-upon-Hull, Blacksmith. Pet July 26. Phillips.  
Kingston-upon-Hull, Aug 15 at 12  
Parker, Thos Nathaniel, Oxtou, Land Agent. Pet July 28. Wason.  
Birkenhead, Aug 15 at 10  
Roberts, Edwin, Taunton, Somerset, Tailor. Pet July 27. Meyler.  
Taunton, Aug 15 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, July 28, 1871.

Carter, Geo, Rochester-row, Westminster, Cheesemonger. July 21  
Mason, Rev John, Bishopsgate, Hants. July 26  
O'Donoghue, Danl the, St James'-st, Pall-mall, M.P. July 26

TUESDAY, Aug. 1, 1871.

Brooke, Richd, & Edwin Sheard, Childswell, Dewsbury, York, Oil Ex-  
tractors. Dec 1, 1870  
Dawson, Fredk, Ladbroke-rd, Notting-hill, Clerk. July 27  
George, John, Cardiff, Glamorgan, Draper. July 27  
Woodhams, Thos King, & Sarah Woodhams, Seaford, Sussex, Brewers.  
July 28

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 28, 1871.

Adam, Saml, Devizes, Wilts, Plumber. Aug 8 at 11, at offices of Ram-  
sell, Exchange-pl, Devizes. Wilts, Devizes  
Angerstein, Julius Chas Fredk, Wellington Barracks, Birdcage walk, St  
James's pk, Lieut H.M.'s Grenadier Reg. Foot Guards. Aug 11 at 2,  
at offices of Linklater & Co, Waibrook  
Aston, Thos, Wolverhampton, Stafford, Coal Master. Aug 7 at 11, at  
offices of Beaton, Victoria bldgs, Temple row, Birm  
Ayres, Jas, Newbury, Berks, Smith. Aug 9 at 11, at the White Hart,  
Newbury. Lucas, Newbury  
Baker, Alf, Sittingbourne, Kent, Watchmaker. Aug 2 at 11, at offices  
of Gibson, High st, Sittingbourne  
Bargo, Saml, Gt Yarmouth, Norfolk, Ironmonger. Aug 14 at 11, at the  
Guildhall Tavern, Gresham st. Wild & Co, Ironmonger lane  
Baron, Jas, Sheffield, Carrier. Aug 8 at 4, at offices of Sugg, Fig Tree  
chambers, Sheffield  
Barkham, Joseph, Gt Bridge, Stafford, Blacksmith. Aug 12 at 3, at the  
Limerick inn, Gt Bridge. Addison, Brierley hill  
Beard, Edwd, jun, Wine office ct, Fleet st, out of business. Aug 9 at 3,  
at offices of Holloway, Gracechurch st. Heathfield, Lincoln's inn fields  
Beaumont, Alf, Huddersfield, York, Beerhouse Keeper. Aug 19 at 11,  
at the County Court, Huddersfield. Freeman  
Bingham, Thos, Lpool, Hoster. Aug 14 at 3, at the Angel Hotel, Dale  
st, Lpool. Sale & Co, Manch  
Casper, Louis, Manch, Cap Manufacturer. Aug 14 at 3, at offices of  
of Rylance, Essex st, King st, Manch  
Copeland, John, Merthyr Tydfil, Glamorgan, General Outfitter. Aug 7  
at 1, at offices of Simons & Pews, Church st, Merthyr Tydfil  
Coward, Wm, Carisbrooke, Isle of Wight, Boot Maker. Aug 8 at 12, at  
office of Hooper, High st, Newport  
Crane, Jas, Jane st, Commercial rd, out of business. Aug 11 at 2, at  
offices of Buckler, Fenchurch st  
Crowthurst, Chas, Eastbourne, Sussex, Painter. Aug 15 at 1, at offices  
of Surr & Gribble, Abchurch lane  
Cumby, Perry, Norton Subcourse, Norfolk, General shop Keeper. Aug  
11 at 12, at office of Cufade, King st, Gt Yarmouth  
Curlender, Jacob, Lpool, Dealer in Tobacconists' Fancy Goods. Aug 11  
at 2, at offices of Evans & Lockett, Commerce chambers, Lord st, Lpool  
Dowsett, Philip, Moulsham, Essex, Grocer. Aug 14 at 1, at offices of  
Digby & Sons, Lincoln's inn fields

Engelhardt, Louis Augustus, Fore st, Importer of Foreign Goods. Aug 9 at 3, at office of Lewis, Fore st  
 Felton, Chas, Birm, Nurseryman. Aug 7 at 3, at the Gt Western Hotel, Monmouth st, Birm. Rowlands, Birm  
 Gariand, Edwd, Lpool, Tailor. Aug 14 at 3, at office of Roose & Price, North John st, Lpool. Masters & Fletcher, Lpool  
 Green, Abraham, Nottingham, Carrier. Aug 9 at 11, at office of Jeffery & Son, Newland, Northampton  
 Hainsworth, Joseph & John Gill, Lpool, Cotton Brokers. Aug 14 at 3, at offices of Eddy, Lord st, Lpool  
 Hardy, Wm Duffield, Kingston-upon-Hull, Tailor. Aug 10 at 2, at the George Hotel, Huddersfield. Chambers, Hull  
 Harrold, Joseph, Castle Ashby, Northampton, Miller. Aug 15 at 12, at the Chamber of Commerce, Exchange bldgs, Northampton. White, Northampton  
 Hodgman, Edwd Chas, Ramsgate, Kent, Carrier. Aug 14 at 3, at office of Edwards, York st, Ramsgate  
 Holliday, Jas, Hyde, Chester, Cotton Twister. Aug 10 at 11, at office of Brooks & Co, Stamford st, Ashton-under-Lyne  
 Hopkins, John, Exeter, Butcher. Aug 11 at 11, at offices of Harris & Co, Gandy st chambers, Exeter. Hugbins, Exeter  
 Hosegood, Thos Wm & Joseph Turner, George yd, Whitechapel, Varnish Manufacturers. Aug 8 at 2, at the City Terminus Hotel, Cannon st. Linklater & Co, Walbrook  
 Humby, Jas, Eastbourne, Sussex, Lath Render. Aug 15 at 12, at offices of Burr & Gribble, Abchurch lane. Stiff, Eastbourne  
 Izbiacki, Saul Goodman, Leeds, Cloth Merchant. Aug 9 at 11, at offices of Pullan, Bank chambers, Park row, Leeds  
 Jonathan, John, Beaumaris, Anglesey, Grocer. Aug 8 at 1, at the British Hotel, Bangor. Owen & Roberts, Beaumaris  
 Jones, Jas, Heaton Norris, Lancashire, Common Brewer. Aug 10 at 3, at offices of Gardner & Horner, Cross st, Manch  
 Kendrew, John, Huddersfield, York, Shoemaker. Aug 11 at 11, at offices of Milnes, Victoria bldgs, New st, Huddersfield  
 Kyezer, Louis, Edgware rd, Watchmaker. Aug 10 at 2, at offices of Dubois, Gresham bldgs, Basinghall st. Murray, Gt St Helen's  
 Langmead, John, Great, nr Birm, out of business. Aug 8 at 3, at office of East, Colmore row, Birm  
 Matthews, Arthur Bache, Birm, Bookseller. Aug 9 at 11, at offices of Taylor, Waterloo st, Birm  
 McGregor, Geo, Chippenharn ter, Harrow rd, Bootmaker. Aug 9 at 3, at offices of Macmillen, Westbourne grove, Bayswater  
 Moorhouse, Alf, Bradford, York, Professor of Music. Aug 10 at 10, at offices of Hargreaves, Market st, Bradford  
 Nicklin, Thos, Burslem, Stafford, Cabinet Maker. Aug 11 at 11, at office of Sutton, Burslem  
 Parsons, Geo, Exeter, Licensed Victualler. Aug 3 at 1, at offices of Laidman, Bedford circus, Exeter  
 Paynter, Richd Curlew, South Eastern Bazaar, London bridge Approach, Toy Importer. Aug 15 at 12, at offices of Peckham & Co, Gt Knight Rider st, Doctor's Commons  
 Priggen, John Fredk, Princes rd, Buckhurst hill, Accountant. Aug 14 at 12, at offices of Farmer & Robins, Pancras lane  
 Robinson, Wm Horsley, Chester-le-Street, Durham, Grocer. Aug 8 at 11, at offices of Sewell, Grey st, Newcastle-upon-Tyne  
 Shaw, Josh, (and not Josh, as erroneously printed in last Gazette), of Bastrick, York, Farmer. Aug 15 at 4, at the George Hotel, Brighouse, Lancaster, Bradford  
 Smith, Hy Wm, Nelson ter, Carlton rd, Kilburn pk, Cab Driver. Aug 23 at 12, at offices of Thorp, Cranbourne st, Leicester sq  
 Smith, Thos, Kingston-upon-Hull, Upholsterer. Aug 10 at 11, at offices of Reed, St Mary's chambers, Kingston-upon-Hull  
 Solomons, Saml & Hy Park, Artillery st, Spitalfields, Manufacturers of Cigars. Aug 10 at 11, at offices of Beard, Basinghall st  
 Steers, Thos, Leamport, Hants, Licensed Victualler. Aug 8 at 11, at offices of Walker, Union st, Portsea  
 Stoker, Wm, Wolverhampton, Stafford, Boot Manufacturer. Aug 12 at 12, at office of Barron, Queen st, Wolverhampton  
 Terrey, Geo, Bowling green lane, Clerkenwell, Builder. Aug 8 at 2, at office of Ring, Gresham bldgs, Basinghall st  
 Thompson, Jas, Lpool, Silk Mercer. Aug 16 at 2, at 8, York st, Manch. Evans & Lockett, Lpool  
 Thorpe, Saml Slater, Hastings, Sussex, Upholsterer. Aug 12 at 12, at the County Court office, Bank bldgs, Hastings. Langham, Hastings  
 Trafford, Wm, Lpool, Licensed Victualler. Aug 11 at 2, at office of Sheers & Martin, Bank chambers, South John st, Lpool, Jameson, Lpool  
 Tubb, Joseph, Warborough, Oxford, Coal Merchant's Clerk. Aug 14 at 3, at the George inn, High st, Wallingford. Hodges & Marshall, Wallingford  
 Ward, Edwd, Manch, Warehouseman. Aug 16 at 3, at offices of Sampson, St James's chambers, South King st, Manch  
 Warrnes, Thos Dawson, Caister, Norfolk, Miller. Aug 9 at 1, at office of Clarke, Hal quay, Gt Tarmouth  
 Wheeler, Thos, Fredk Wheeler & Wm Hy Wheeler, Manch, Sugar Merchants. Aug 18 at 4, at office of Addleshaw, King st, Manch  
 Wheeler, Wm, Ventnor, Isle of Wight, Fishmonger. Aug 3 at 11, at office of Fisher, Church st, Ventnor  
 Wilkins, Jas, Camomile st, Licensed Victualler. Aug 14 at 3, at office of Taylor & Jaquet, South st, Finsbury  
 Williamson, Jas, Manch, Paper Merchant. Aug 11 at 3, at offices of Nuttall, Cooper st, Manch  
 Wilson, Wm, Havant, Hants, Butcher. Aug 3 at 12, at office of Wain-scot, Union st, Portsea

TUESDAY, Aug. 1, 1871.

Eloed, Wm, Tunstall, Stafford, Brickmaker. Aug 11 at 11, at offices of Tennant, Chesapeake, Hanley  
 Dinsdale, Robt Hardy, Monkwearmouth, Sunderland, out of business. Aug 14 at 1, at office of Haswell, East Cross st, Sunderland  
 Dobinson, Anthony, Newcastle-upon-Tyne, Boot Manufacturer. Aug 18 at 2, at offices of Garbutt, Collingwood st, Newcastle-upon-Tyne  
 Dunn, Chas, Birm, Picture Dealer. Aug 11 at 3, at offices of Parry, Bennett's-hill, Birm  
 Fairclough, Jas Hy, Durham, Baker. Aug 14 at 3, at office of Marshall, Jun, Claypath, Durham  
 Fern, Isaac, Hanley, Stafford, Grocer. Aug 15 at 11, at the County Court Office, Cheapside, Hanley. Hollinshed, Tunstall

Forshaw, Jabez Hy, New Swindon, Wilts, Builder. Aug 10 at 12, at office of Kinnair & Tombs, High st, Swindon  
 Freeman, John, Aylsham, Norfolk, Stonemason. Aug 8 at 11, at office of Chitcock, Redwell st, Norwich  
 Gardiner, John, Cotham, Bristol, Master Mariner. Aug 14 at 2, at offices of Henderaon & Salmon, Broad st, Bristol  
 Halth, John Beedham, Leeds, Fishmonger. Aug 11 at 11, at office of Pullan, Bank chambers, Park row, Leeds  
 Hamer, Job, Manch, Merchant Shipper. Aug 22 at 3, at the Clarence Hotel, Spring gardens, Manch. Sutton & Elliott, Manch  
 Hickson, Edwd, Chesterfield, Derby, Saddler. Aug 14 at 4, at office of Geo, High st, Chesterfield  
 Jones, Austin Leonard, Myrthyr Tydfil, Glamorgan, Grocer. Aug 12 at 1, at offices of Simons & Plews, Church st, Merthyr Tydfil  
 Jones, John, Holywell, Flint, Builder. Aug 24 at 11, at the Queen's Hotel, Chester. Davies, Holywell  
 Kay, Jas, Coppull, Lancashire, Coal Proprietor. Aug 14 at 2, at office of Darlington & Son, King st, Wigan  
 King, John, Watford, Herts, Builder. Aug 10 at 11, at the Clarendon Hotel, Watford. James & Horwood, Aylesbury  
 Loftus, Thos Alex, Lewisham, Kent, Coal Agent. Aug 7 at 4, at office of Barton & Drew, 55, Fore st, Finsbury  
 Lorie, David Alfd, Newgate st, Manufacturer. Aug 23 at 2, at the Guildhall Tavern, Gresham st. Holmes, Fenchurch st  
 Margetta, Harry Frank, New Barnet, Herts, Licensed Victualler. Aug 12 at 11, at office of Beard, Basinghall st  
 Marsden, Hy, New Whittington, Derby, Draper. Aug 14 at 12, at office of Senior, Shambles st, Barcley  
 Mole, Fredk, Croxsted rd, West Dulwich, Refreshment Contractor. Aug 21 at 2, at office of Tucker, Chancery lane  
 Paultet, John David, Handforth, Chester, Clerk in Holy Orders. Aug 16 at 3, at office of Murray, King st, Manch  
 Pitt, Wm, Bishopgate st without, Hosier. Aug 16 at 12, at offices of Gower, Cheapside. Downes, Cheapside  
 Potts, Danl, Beehive passage, Lendenhall market, Basket Maker. Aug 12 at 3, at offices of Ashdown, Foultry  
 Prosser, Evan, New Freetagat, Monmouth, Draper. Aug 11 at 12, at offices of Barnard & Co, Albion chambers, Bristol. Fussell & Co, Bristol  
 Rhodes, Joshua, Birstal, York, Draper. Aug 14 at 2, at 8, York st, Manch. Pullan  
 Roberts, John, Lpool, Iron Merchant. Aug 18 at 3, at office of Bell-ringer, North John st, Lpool  
 Roberts, Robt, Sale, Cheshire, Slate Merchant. Aug 23 at 4, at office of Addleshaw, King st, Manch  
 Sharp, Jas, Fenton, Leicester, Coal Dealer. Aug 17 at 12, at offices of Fowler & Smith, Hotel st, Leicester. Cave, Market Harborough  
 Stokes, Amf, Tipton, Stafford, Bootmaker. Aug 14 at 3, at offices of Beaton, Victoria bldgs, Temple row, Birm  
 Sutcliffe, Saml, Jun, Lingards, York, Grocer. Aug 17 at 11, at office of Sykes, New st, Huddersfield  
 Swonnell, Edmond, South st, Camberwell, Dealer in Isinglass. Aug 10 at 2, at office of Kent & Stenning, Cannon st  
 Thompson, Stephen, Hanley, Stafford, General Dealer. Aug 15 at 12, at the County Court Office, Cheapside, Hanley. Hollinshed, Tunstall  
 Tounson, Robt, Lpool, Baker. Aug 14 at 3, at office of Dixon, Lord st, Lpool  
 Vernon, Saml, Chester, out of business. Aug 15 at 3, at offices of Cartwright, Bridge at row East, Chester  
 Vincent, John, Castleford, York, Painter. Aug 9 at 1, at the Station Hotel, Northampton. Boulton, Pontefract  
 Walker, Aaron, Burslem, Stafford, Grocer. Aug 14 at 11, at the Saracen's Head Hotel, Hanley. Welch, Hanley  
 Wright, Walter, Fairsted, Essex, Butcher. Aug 16 at 2, at offices of Evans & Co, John st, Bedford row

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